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#### **INTRODUCTION**

- 1. This case is about Hyundai's deceptive practices in connection with the marketing, sale, and servicing of its Hyundai Nexo hydrogen fuel cell vehicle. Hyundai markets the Nexo to as a practical, reliable, zero-emissions alternative suitable for daily transportation. Hyundai knowingly conceals critical systemic limitations: this hydrogen car is was and never will be usable for the consumer and Hyundai knows this. The ongoing safety defects, and operational deficiencies that render the Nexo unfit for ordinary consumer use, unsafe to operate, and economically unviable for consumers like Plaintiff.
- 2. These concealed facts are: (a) an unreliable hydrogen fueling infrastructure; (b) a severely limited and inconveniently located authorized service network incapable of providing timely or competent repairs; (c) insane random warning signs on the dashboard with no fix like "CHECK FCEV SYSTEM STOP AND TURN VEHICLE OFF" persistent and dangerous safety defects including the car randomly TURNING OFF/DYING, and erroneous autonomous emergency braking activations, collision system malfunctions, water intrusion into critical vehicle compartments, and a known fire risk stemming from a defective Thermally-activated Pressure Relief Device ("TPRD"), which could lead to hydrogen leaks and catastrophic fires, as subject to National Highway Traffic Safety Administration ("NHTSA") Recall No. 24V-761; and (d) Hyundai's undisclosed collection, use, and potential sale of vast amounts of sensitive personal data and driving information from Nexo owners.
- 3. Despite possessing actual and constructive knowledge that the Nexo cannot be practically or safely operated as represented, and that it cannot be adequately supported or serviced as warranted, Hyundai continues to aggressively market and sell the Nexo in California. This conduct has caused, and continues to cause, significant financial, practical, and emotional harm to Plaintiff and a class of similarly situated Nexo owners and lessees, who were induced into purchasing or leasing these vehicles based on Hyundai's false representations and material omissions. Plaintiff brings this

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#### **PARTIES**

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- 4. Plaintiff STACY ROSS ("Plaintiff") is, and at all times relevant hereto was, an individual residing in the City of Sylmar, County of Los Angeles, State of California. Plaintiff purchased the subject 2023 Hyundai Nexo primarily for personal, family, and household purposes.
- 5. Defendant HYUNDAI MOTOR AMERICA ("Hyundai") is, and at all times relevant hereto was, a corporation organized and existing under the laws of the State of California, with its principal place of business located at 10550 Talbert Avenue, Fountain Valley, Orange County, California 92708. Hyundai is subject to general personal jurisdiction in California due to its incorporation and principal place of business in this state. Hyundai conducts substantial business throughout California, including within this judicial district, by, inter alia, manufacturing, distributing, marketing, selling, leasing, warranting, and servicing Hyundai vehicles, including the Nexo.
- The true names and capacities, whether individual, corporate, associate, or otherwise, of 6. Defendants sued herein as DOES 1 through 10, inclusive, are unknown to Plaintiff at this time, who therefore sues said Defendants by such fictitious names, pursuant to California Code of Civil Procedure § 474. Plaintiff is informed and believes, and thereon alleges, that each of the Defendants designated herein as a Doe is legally responsible in some manner for the events and happenings herein referred, and proximately caused injuries and damages to Plaintiff as herein alleged. Plaintiff will seek leave of Court to amend this Complaint to allege their true names and capacities when the same have been ascertained. Plaintiff is informed and believes, and based thereon alleges, that DOES 1 through 5 were involved in the design, manufacture, distribution, testing, and/or marketing of the Nexo and its defective components. Plaintiff is informed and believes, and based thereon alleges, that DOES 6 through 10 are authorized Hyundai dealerships or service centers that made misrepresentations or failed to properly service the Vehicle in concert with Hyundai's deceptive practices or warranty obligations.

**JURISDICTION AND VENUE** 

- 7. This Court has original subject matter jurisdiction over Plaintiff's claim arising under the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301 *et seq.*, pursuant to 28 U.S.C. § 1331 (federal question jurisdiction). The amount in controversy for this federal claim exceeds the sum or value of \$50,000, exclusive of interest and costs, as required by 15 U.S.C. § 2310(d)(3)(B), based on the purchase price of the Vehicle and the damages sought herein.
- 8. This Court has supplemental jurisdiction over Plaintiff's state law claims pursuant to 28 U.S.C. § 1367(a) because these claims are so related to Plaintiff's federal claim that they form part of the same case or controversy under Article III of the United States Constitution, arising from the same common nucleus of operative facts concerning the sale, performance, and defects of the Vehicle.
- 9. Venue is proper in the United States District Court for the Central District of California pursuant to 28 U.S.C. § 1391(b)(1) because Defendant Hyundai resides in this District (its principal place of business is in Orange County, California, which is within this District). Venue is also proper under 28 U.S.C. § 1391(b)(2) because a substantial part of the events or omissions giving rise to the claims, including Plaintiff's residence, the primary location of the Vehicle's use, numerous fueling attempts, and the manifestation of defects and harms, occurred in this District. Defendant Hyundai is subject to personal jurisdiction in this District.
- 10. Assignment to the Western Division is proper under Local Rule 83-1.3.1 because a substantial part of the events giving rise to Plaintiff's claims occurred in Los Angeles County, including Plaintiff's residence in Sylmar, the primary location of the Vehicle's use, numerous fueling attempts, and the manifestation of defects and harms. Although the purchase occurred in Tustin (Orange County), the ongoing impact of Hyundai's conduct, including the Vehicle's operational failures and Plaintiff's resulting injuries, is predominantly felt in Los Angeles County, making the Western Division appropriate.

#### GENERAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTION

A. Background: The Hyundai Nexo Failing Hydrogen Fuel

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- 11. Hyundai, a major global automotive manufacturer, has invested significantly in hydrogen fuel cell technology, positioning the Nexo as a flagship "eco-friendly" vehicle. Hyundai markets the Nexo, particularly in environmentally conscious markets like California, as a revolutionary vehicle offering the benefits of electric propulsion (zero tailpipe emissions) with the convenience of rapid refueling comparable to gasoline vehicles.
- 12. Central to Hyundai's marketing narrative is the representation, express and implied, that the Nexo is a practical and reliable vehicle for everyday use, supported by a sufficient and growing hydrogen fueling infrastructure and a competent service network. Hyundai's advertising materials, website content, and dealership representations consistently emphasize these points to induce consumer purchases.
- 13. However, Hyundai possesses, or reasonably should possess, exclusive and superior knowledge of severe, undisclosed problems plaguing the Nexo and its supporting ecosystem. Hyundai knew, or was reckless in not knowing, at the time of Plaintiff's purchase and continues to know, that:
- a. The hydrogen fueling infrastructure in California, particularly in Southern California where the majority of Nexo sales occur, is grossly inadequate, unreliable, and, in fact, shrinking, not expanding. Numerous hydrogen stations are frequently offline for extended periods, operate at reduced capacity leading to incomplete fills, suffer from equipment malfunctions (e.g., broken nozzles, payment system failures), or have permanently closed. This information is not readily available or transparent to consumers at the point of sale.
- b. Hyundai's own in-vehicle navigation system and related mobile applications (such as Bluelink) designed to locate operational hydrogen stations are frequently inaccurate, outdated, and unreliable, often directing Nexo owners to non-functional or non-existent stations, thereby causing significant wasted time, frustration, and the risk of being stranded.
- c. The actual, usable range of the Nexo is often substantially less than advertised due to the inability to consistently achieve a full hydrogen fill, a fact Hyundai fails to adequately disclose.
- d. The network of Hyundai dealerships authorized and equipped with technicians certified to service the highly specialized Nexo fuel cell system is extremely limited, forcing owners to travel

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excessive distances for even routine maintenance or warranty repairs, undermining any representation of convenient service.

- e. The Nexo vehicle itself is prone to significant and recurring defects, including critical safety-related malfunctions, that substantially impair its use, value, and safety.
- f. Hyundai equips dealerships with the knowledge of their fuel-cell program and provides them with information about the vehicle required to sell to a customer. This information includes promised features and unique fuel-related availability. This was conveyed to Plaintiff as Hyundai provided it to its dealership.
- B. Plaintiff's Purchase Transaction and Hyundai's Purported Dispute Resolution Terms
- On or about October 6, 2023, Plaintiff purchased a new 2023 Hyundai Nexo Fuel Cell Limited Edition, Vehicle Identification Number (VIN) KM8J84A67PU035589 (the "Vehicle"), from PB and J Automotive, Inc., doing business as Tustin Hyundai, an authorized Hyundai dealer located in Tustin, California. The total cash price for the Vehicle was \$71,493.98, inclusive of taxes and fees, as reflected in the Retail Installment Sale Contract ("RISC"). A true and correct copy of the RISC is attached hereto as **Exhibit A** and incorporated herein by reference.
- During the purchase process, which Plaintiff experienced as rushed and high-pressure, she 15. was presented with a voluminous stack of standardized, pre-printed documents, drafted by or on behalf of Hyundai, its financing arm, or its authorized dealers. These documents, including the RISC and the Hyundai Owner's Handbook & Warranty Information booklet ("Owner's Handbook"), contained dense, boilerplate language. Plaintiff was afforded little to no meaningful opportunity to read, comprehend, or negotiate the terms within these documents. Specific terms, particularly any relating to dispute resolution or arbitration, were not highlighted, explained, or brought to Plaintiff's specific attention by any representative of Tustin Hyundai or Hyundai.
- 16. Plaintiff is informed and believes, and thereon alleges, that any dispute resolution clause or arbitration provision, if contained within the RISC, the Owner's Handbook (a copy of relevant excerpts of which is attached as **Exhibit B** and incorporated herein by reference), or any purported Connected Services Agreement, is unconscionable, unenforceable, and/or inapplicable to the claims

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- 17. Notably, the arbitration provision found within the Owner's Handbook, if deemed applicable at all, expressly states that it does *not* apply to claims brought under the Magnuson-Moss Warranty Act, thereby affirming this Court's jurisdiction over Plaintiff's federal warranty claim and, by extension, her supplemental state law claims.
- 18. Further, immediate judicial intervention through this Court's equitable powers is necessary because Defendant will likely move to compel arbitration and, if denied, appeal that denial triggering an automatic stay of proceedings. This automatic stay risk creates additional irreparable harm to Plaintiff and similarly situated consumers, as it would indefinitely delay resolution of critical safety and consumer protection issues while Defendant continues the harmful conduct alleged herein. The potential for such procedural delay further supports the Court's exercise of jurisdiction for injunctive relief that cannot be adequately provided through arbitration.
- 19. Plaintiff at no time knowingly or voluntarily waived her right to a jury trial or her right to seek any and all remedies available under law, including public injunctive relief. Any contractual term purporting to waive Plaintiff's right to seek public injunctive relief in any forum is void as against California public policy, as established by California law and reinforced by Cal. Civ. Code § 1668.

C. Hyundai's Material Misrepresentations and False Promises

- 19. To induce Plaintiff to purchase the Vehicle, Hyundai, through its advertising (including a star studded celebrity filled and authorized dealers, sales representatives at Tustin Hyundai including Rick Majors (whom is now the New Car Sales Desk Manager) their website, and owner's manuals, made numerous false and misleading representations of material fact, and/or failed to disclose material facts, upon which Plaintiff reasonably and justifiably relied. These include, but are not limited to, the following, all of which were known or should have been known by Hyundai to be false or misleading at the time they were made:
  - a. Guaranteed Rebate: Hyundai, through its dealer, affirmatively represented and promised

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- Plaintiff that she would receive a \$7,500 Clean Vehicle Rebate Project ("CVRP") incentive from the California Air Resources Board. This rebate was presented as a certainty and was a material factor in Plaintiff's decision to purchase the expensive Nexo. In reality, as Hyundai knew or should have known, funding for the CVRP was exhausted or on the verge of exhaustion, and Plaintiff never received, and will not receive, this promised rebate. (Relevant correspondence regarding the CVRP denial is attached as part of **Exhibit H**).
- b. Eco-Friendly Nature: Hyundai marketed the Nexo as an exceptionally "eco-friendly" and "zero-emission" vehicle. While the Vehicle produces no tailpipe emissions, Hyundai failed to disclose material information regarding the significant environmental impact associated with the production, purification, and transportation of hydrogen fuel, much of which is derived from fossil fuels, thereby rendering the "eco-friendly" representations misleading in their totality.
- c. Rapid Refueling (Five-Minute Fill): Hyundai prominently advertised that the Nexo could be refueled in approximately five minutes, comparable to a gasoline vehicle. This representation is demonstrably false under typical real-world conditions. Actual refueling times are frequently much longer due to mandatory recompression cycles at stations, equipment malfunctions, low station pressure, or queues, often taking 30 minutes to over an hour.
- d. Expanding and Reliable Fueling Network: Hyundai represented that the Nexo was supported by an adequate and expanding network of hydrogen fueling stations. In truth, Hyundai knew or should have known that the network was (and is) inadequate, unreliable, and shrinking, with frequent and prolonged station outages and permanent closures. Hyundai's in-car systems and apps often provided false information about station availability.
- e. Vehicle Reliability and Suitability for Daily Use: Hyundai represented the Nexo as a reliable vehicle suitable for daily transportation needs. This was false, as Hyundai knew or should have known of the Vehicle's propensity for numerous defects (detailed below), the unreliability of the fueling infrastructure, and the scarcity of qualified service centers, all of which render it unsuitable for dependable daily use.
- f. Advertised Driving Range and Fuel Capacity: Hyundai advertised a driving range of up to 354 miles for Plaintiff's Nexo Limited model, based on a stated hydrogen tank capacity of 6.33

kg. This is misleading because, as Hyundai knew or should have known, the tanks rarely, if ever, achieve a full 6.33 kg fill in real-world conditions due to factors like ambient temperature, station pressure, and residual fuel in the tank, resulting in a consistently shorter actual driving range.

- g. Availability of Competent and Convenient Service: Hyundai represented, expressly and implicitly through its warranty, that competent and reasonably accessible service would be available for the Nexo. This was false, as Hyundai knew there was a severe scarcity of dealerships with technicians certified and equipped to service the Nexo's complex fuel cell system.
- D. Hyundai's Concealment of Material Information and Service Limitations
- 20. In addition to the affirmative misrepresentations, Hyundai knowingly and intentionally concealed, or negligently failed to disclose, the following material facts from Plaintiff prior to and at the time of her purchase, any of which would have been material to a reasonable consumer's decision to purchase the Nexo:
- a. **True Fuel Tank Capacity and Range Limitations:** The inherent inability of the Nexo's hydrogen tanks to consistently fill to their advertised 6.33 kg capacity under normal operating and fueling conditions, due to factors such as residual fuel ("heel"), ambient and tank temperatures, and variable station pressures, significantly and consistently reducing the actual achievable driving range well below the advertised figures.
- b. **Pervasive Fueling Station Unreliability:** The true state of the California hydrogen fueling network, including the high frequency of station outages, prolonged maintenance periods, equipment failures, station closures, and the resulting difficulty and uncertainty in finding operational fuel.
- c. Volatile and Rising Hydrogen Fuel Costs: The significant and ongoing increases in the price of hydrogen fuel, which, in Plaintiff's experience, has nearly doubled since her purchase, making the Vehicle substantially more expensive to operate than represented or reasonably anticipated.
- d. Extreme Scarcity of Certified Service Locations: The fact that only a handful of Hyundai dealerships in California (Plaintiff is aware of only three in Southern California: Tustin,

- Corona, and Carson) are certified and equipped to perform substantive repairs on the Nexo's fuel cell system. For Plaintiff, residing in Sylmar, the closest such facility (Tustin Hyundai) is over 60 miles away, requiring a burdensome and time-consuming round trip of over 120 miles for any significant service.
- e. **Known Electrical and Design Flaws:** The existence of known electrical system vulnerabilities and design flaws in the Nexo, including but not limited to those leading to water intrusion into vehicle compartments, affecting electronics and potentially safety.
- f. **Drastically Poor Resale Value:** The extraordinarily rapid and severe depreciation of the Nexo's resale value, far exceeding typical vehicle depreciation, rendering it an exceptionally poor economic investment. Plaintiff is informed and believes the Vehicle's current fair market value is less than half of its purchase price after only approximately 18 months.
- g. Extensive Undisclosed Data Collection and Monetization: Hyundai's practice of collecting, transmitting, storing, and potentially selling or sharing extensive amounts of personal data and information from the Vehicle, including precise geolocation data, driving habits, vehicle operation patterns, and potentially audio/video recordings, without clear, conspicuous, and affirmative informed consent from vehicle owners like Plaintiff.
- h. **Significant Refueling Delays:** The common and unavoidable delays of 30 to 60 minutes, or even longer, during refueling due to station recompression cycles, low pressure, or equipment issues, directly contradicting representations of quick, convenient refueling.
- 21. The extreme limitation on authorized service locations is particularly burdensome. Plaintiff has been forced to make multiple lengthy trips (over 120 miles roundtrip, consuming several hours each time) from her home in Sylmar to Tustin Hyundai for service. On at least one occasion, Hyundai's own scheduling system or representatives incorrectly scheduled a service appointment for the Nexo at a non-certified dealership (Keyes Hyundai in Van Nuys), resulting in Plaintiff wasting significant time and effort only to be turned away upon arrival because that dealership was not equipped to service her Vehicle. (Relevant repair orders and communications are attached as **Exhibits E, F, and G** and incorporated herein by reference.)

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- E. Manifestation of Vehicle Defects, Safety Issues, and Hyundai's Failure to Repair
- Continuing to the present, Plaintiff's Vehicle had numerous serious defects and 22. malfunctions that substantially impair its use, value, and safety. These defects are not the result of misuse or improper maintenance by Plaintiff. They include, but are not limited to:
- a. Erroneous Forward Collision-Avoidance Assist Activation: The Vehicle's Forward Collision-Avoidance Assist system repeatedly and erroneously activates, causing sudden, unexpected, and harsh autonomous braking when there is no imminent collision threat, creating a serious safety hazard. Plaintiff claims to have recorded some of these incidents on video, which are available for inspection upon the Court's request.
- b. <u>Unasked-for Autonomous Braking/Locking</u>: The Vehicle has experienced instances of autonomous braking or wheel locking without driver input and unrelated to the collision avoidance system, further compromising safety and control.
- c. **Malfunctioning Parking Sensors:** The Vehicle's parking sensors intermittently fail to engage or provide accurate warnings as designed, particularly when moving forward at speeds below 10 mph, increasing the risk of low-speed collisions.
- d. Inaccurate and Unreliable GPS Navigation: The Vehicle's integrated GPS navigation system frequently provides inaccurate directions, fails to update routes correctly, and often directs Plaintiff to distant or non-operational hydrogen fuel stations.
- e. **Non-Functional Bluelink System:** The Hyundai Bluelink connected services system, which is advertised to provide remote access, diagnostics, and emergency services, has been intermittently or persistently non-functional in the Vehicle.
- f. Water Intrusion: The Vehicle has experienced water intrusion into the tailgate area and around door sills, indicating defective seals or design. While partially addressed by Hyundai, concerns about potential long-term damage to electronics and corrosion remain.
- g. Infotainment System Glitches: The Vehicle's infotainment system suffers from various glitches, including freezing, slow response times, and connectivity issues.
- h. Inability to Achieve Advertised Fuel Capacity/Range: The Vehicle consistently fails to achieve its advertised 6.33 kg hydrogen fuel capacity, typically filling to only 60-80% of that

capacity (approximately 4.8 to 5.5 kg), resulting in a significantly reduced driving range

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2 (approximately 240-280 miles instead of the advertised 354 miles). 3 23. Plaintiff duly presented the Vehicle to Hyundai's authorized repair facility, Tustin Hyundai 4 (and attempted to present it to Keyes Hyundai), for the diagnosis and repair of these and other 5 defects on numerous occasions, including but not limited to: a. March 5, 2024 (Repair Order No. 6 165857, Exhibit D) b. May 15, 2024 (Repair Order No. 171492, Exhibit E) c. July 30, 2024 7 (Attempted presentation at Keyes Hyundai, turned away as non-certified) d. November 8, 2024 8 (Repair Order No. 188347, Exhibit F) e. December 14, 2024, through January 21, 2025 (Vehicle at 9 Tustin Hyundai for an extended period). 10 Despite these multiple repair attempts, Hyundai and its authorized representatives failed to 24. 11 conform the Vehicle to its applicable written warranties. Many of the defects persisted or recurred 12 after the purported repairs. For instance, on May 15, 2024, Tustin Hyundai's service manager, 13 Frank Marino, dismissively told Plaintiff that the parking sensor malfunctions were "normal 14 operation" for the Vehicle, refusing to acknowledge or properly address the defect (Exhibit E). The 15 Vehicle remained out of service for repairs for a cumulative total of over five weeks, yet the 16 problems were not resolved. 17 18 F. Critical Safety Recalls and Hyundai's Inadequate Response 19 25. The Vehicle is subject to NHTSA Recall No. 24V-761, issued by Hyundai, concerning a 20 defective Thermally-activated Pressure Relief Device (TPRD) in the hydrogen fuel tank system. 21 According to Hyundai's own recall notice (a copy of which is attached as **Exhibit C** and 22 incorporated herein by reference), the TPRD's filter component may detach and become lodged in 23 the TPRD's nozzle, potentially causing the TPRD to fracture if over-pressurization occurs. A 24 fractured TPRD could lead to a high-pressure hydrogen gas leak, significantly increasing the risk of 25 a fire or explosion. 26 26. Following this recall, Hyundai instructed Plaintiff and other Nexo owners to park their 27 vehicles outdoors and away from structures until a remedy is available and implemented. This

directive has caused Plaintiff significant anxiety and practical difficulties, given her urban Los

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H. Hyundai's Bad Faith Conduct Regarding Repurchase of the Defective Vehicle

station personnel could eventually assist.

28. Recognizing the Vehicle's persistent issues, Plaintiff formally requested that Hyundai repurchase or replace the Vehicle pursuant to California's Lemon Law. On or about September 12,

particularly dangerous incident where a fueling nozzle became stuck in the Vehicle's receptacle at a

station. The display indicated the tank was overfilling, causing extreme alarm. This incident left

Plaintiff stranded for a significant period, fearful of a potential system failure or explosion, until

33. Hyundai fails to provide clear, conspicuous, and easily understandable disclosure to consumers, including Plaintiff, regarding the full scope of data collected, how this data is used, with whom it is shared (including third-party data brokers or marketers), and for what purposes. Plaintiff

voice commands or in-cabin audio/video recordings.

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did not provide informed, affirmative consent for such extensive data collection, particularly for its sale or sharing with third parties for commercial profit, which constitutes an invasion of her privacy and an unfair business practice.

J. Current Status and Damages Suffered by Plaintiff

- 34. As of approximately May 2025, Plaintiff's Vehicle has been driven approximately 14,220 miles. The aforementioned defects, malfunctions, and safety issues persist, rendering the Vehicle unreliable, unsafe to operate, and not fit for its intended purpose of providing dependable daily transportation.
- 35. The Vehicle's actual resale value is now substantially diminished, estimated to be less than half of its original purchase price, due to its defects, the known issues with the Nexo model line, the failing hydrogen infrastructure, and the stigma associated with these problems.
- 36. As a direct and proximate result of Hyundai's wrongful conduct, including its misrepresentations, concealments, breaches of warranty, and other unlawful acts as alleged herein, Plaintiff has suffered, and continues to suffer, significant damages, including but not limited to:
- a. The total purchase price paid for the Vehicle, or alternatively, the difference in value between the Vehicle as warranted and the Vehicle as delivered in its defective condition (Actual cash price: \$71,493.98);
- b. Vehicle registration fees (including the \$852 renewal paid in reliance on Hyundai's repurchase promise), sales taxes, and other official fees;
- c. Finance charges, interest payments, and other costs associated with the financing of the Vehicle;
  - d. Increased insurance costs, if any, attributable to the Vehicle type or its safety profile;
- e. Expenses incurred for alternative transportation (e.g., rental cars, ride-sharing) during periods when the Vehicle was unsafe, unusable, or undergoing repair, particularly due to the TPRD recall;
- f. Loss of use and enjoyment of the Vehicle, and the value of her time spent dealing with the Vehicle's defects and Hyundai's failures;

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g. Costs associated with wasted fuel, and travel to and from distant fueling stations and the remote authorized service center (e.g., fuel for travel, mileage, tolls);

h. Substantial personal time wasted (estimated at approximately 12 hours per week for an extended period) dealing with vehicle malfunctions, attempting to find fuel, arranging and attending service appointments, communicating with Hyundai, and researching replacement vehicles in reliance on Hyundai's withdrawn repurchase offer;

- i. Significant diminution in the value of the Vehicle;
- j. Emotional distress, including frustration, anxiety, anger, fear for her safety, and feelings of being defrauded and unfairly treated; and
- k. Disruption to her personal and professional life due to the unreliability of the Vehicle and the time consumed addressing its myriad issues.

#### FIRST CAUSE OF ACTION

#### **Fraud (Deceit and Concealment)**

#### (Against Defendant Hyundai and DOES 1-10)

- 37. Plaintiff incorporates by reference and re-alleges each and every allegation contained in paragraphs 1 through 36, inclusive, of this Complaint as though fully set forth herein.
- 38. Defendant Hyundai, directly and/or through its authorized agents and employees (including DOES 1-10), made material misrepresentations of fact to Plaintiff, and/or concealed material facts from Plaintiff, in connection with the marketing, sale, and servicing of the Vehicle.
- 39. **Misrepresentations:** As detailed in paragraphs 19(a)-(g) and elsewhere herein, Hyundai falsely represented, *inter alia*, that:
- a. Plaintiff would receive a \$7,500 CVRP rebate (made by Tustin Hyundai sales representative Rick Majors on or about October 6, 2023, at the dealership, by stating it was a guaranteed incentive for Nexo purchasers);
- b. The Nexo could be refueled in approximately five minutes (communicated through Hyundai's official marketing brochures available at the dealership, on Hyundai's website accessed by Plaintiff prior to purchase in September-October 2023, and reiterated by sales staff at Tustin

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Hyundai during the sales presentation on October 6, 2023);

- c. The Nexo was supported by an expanding and reliable hydrogen fueling network (communicated through Hyundai's website, marketing materials, and statements by Tustin Hyundai sales staff on October 6, 2023, assuring Plaintiff about fuel availability);
- d. The Nexo Limited had a driving range of up to 354 miles on a full tank (stated in official Hyundai Nexo brochures, on the vehicle's window sticker (Monroney label) at Tustin Hyundai, and on Hyundai's website, all reviewed by Plaintiff before purchase);
- e. The Nexo was a reliable vehicle suitable for daily transportation (implied and expressly stated in marketing slogans like "The Next Generation of Sustainable Mobility" and similar representations of practicality by Tustin Hyundai sales staff on October 6, 2023);
- f. The Nexo was an "eco-friendly" vehicle without material qualification (prominently featured in Hyundai's national and California-specific advertising campaigns for the Nexo viewed by Plaintiff online and in print media prior to purchase); and
- g. Competent and reasonably available warranty service would be provided (implied by the provision of the New Vehicle Limited Warranty and assurances from Tustin Hyundai staff on October 6, 2023, about Hyundai's service network).
- 40. Concealment/Omissions: As detailed in paragraphs 20(a)-(h) and elsewhere herein, Hyundai intentionally concealed, or negligently failed to disclose, the following material facts, all of which Hyundai had a duty to disclose because it made partial representations that were misleading without disclosure of these additional facts, and/or because Hyundai possessed superior knowledge of these material facts not reasonably accessible to Plaintiff:
- a. The true limitations on hydrogen tank fill capacity and the resultant significantly reduced actual driving range;
- b. The pervasive unreliability, frequent outages, and shrinking nature of the hydrogen fueling station network in California;
- c. The extreme scarcity of Hyundai dealerships certified and equipped to service the Nexo's fuel cell system, and the extensive travel distances required for service for many owners like Plaintiff;

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- d. The existence of known significant defects and safety risks associated with the Nexo, including issues with the collision avoidance system, autonomous braking, water intrusion, and the defective TPRD leading to NHTSA Recall No. 24V-761;
  - e. The rapidly increasing cost of hydrogen fuel;
  - f. The extraordinarily poor resale value and rapid depreciation of the Nexo; and
- g. Hyundai's extensive collection and potential monetization of private user data from the Vehicle without adequate disclosure or informed consent.
- 41. Hyundai knew these representations were false when made, and knew the concealed facts were material and true, or made these representations and concealed these facts with reckless disregard for their truth or falsity.
- 42. Hyundai made these misrepresentations and concealed these facts with the intent to defraud Plaintiff and to induce her to purchase the Vehicle at the full retail price, which she would not have done, or would not have done on the same terms, had she known the true facts.
- 43. Plaintiff reasonably and justifiably relied on Hyundai's misrepresentations and was deceived by Hyundai's non-disclosure of material facts in making her decision to purchase the Vehicle.

  Plaintiff was unaware of the true, adverse facts that Hyundai misrepresented or concealed.
- 44. As a direct and proximate result of Plaintiff's reliance on Hyundai's misrepresentations and omissions, Plaintiff purchased the Vehicle and has suffered substantial damages as set forth in paragraph 36 and elsewhere herein, including monetary losses, loss of use of the Vehicle, wasted time and expense, and emotional distress.
- 45. Hyundai's subsequent bad faith conduct in offering to repurchase the Vehicle and then unilaterally withdrawing that offer, as alleged in paragraphs 28-31, provides further evidence of its fraudulent intent and its scheme to deceive consumers like Plaintiff.
- 46. Hyundai's conduct, including its misrepresentations and concealment of known defects and limitations, was willful, wanton, malicious, and oppressive, demonstrating a conscious disregard for Plaintiff's rights and safety, thereby warranting an award of punitive damages in an amount sufficient to punish Hyundai and deter similar conduct in the future. Any contractual term that purports to limit remedies for such intentional or grossly negligent injury to Plaintiff's property or

economic interests, including limitations on punitive damages, is void as contrary to public policy											
under California Civil Code § 1668.											
SECOND CAUSE OF ACTION											
Breach of Express Warranty – Song-Beverly Consumer Warranty Act											
(Cal. Civ. Code § 1790 et seq.)											
(Against Defendant Hyundai and DOES 1-10)											
47. Plaintiff incorporates by reference and re-alleges each and every allegation contained in											
paragraphs 1 through 46, inclusive, of this Complaint as though fully set forth herein.											
48. Plaintiff's 2023 Hyundai Nexo is a "consumer good" within the meaning of California Civi											
Code § 1791(a). Plaintiff is a "buyer" within the meaning of California Civil Code § 1791(b).											
Defendant Hyundai is a "manufacturer" and "warrantor" within the meaning of California Civil											
Code §§ 1791(j) and 1791(k).											
49. In connection with the sale of the Vehicle, Hyundai provided Plaintiff with written											
warranties, including but not limited to Hyundai's New Vehicle Limited Warranty (covering the											
Vehicle for 5 years or 60,000 miles, and the Fuel Cell System Components for 8 years or 100,000											
miles), which warranted that the Vehicle and its components would be free from defects in materia											
and workmanship. (See Exhibit B).											
50. These express warranties were a basis of the bargain and include affirmations of fact and											
promises made by Hyundai relating to the Vehicle, as well as descriptions of the goods. These also											
include, by their nature and through Hyundai's marketing and point-of-sale representations,											
warranties that the Vehicle:											
a. Would achieve its advertised hydrogen fuel capacity of 6.33 kg and consequent driving											
range of up to 354 miles under normal conditions;											
b. Could be refueled in approximately five minutes;											
c. Was equipped with functional and reliable safety systems, including Forward Collision-											
Avoidance Assist and parking sensors;											

d. Was equipped with a functional GPS navigation system and Bluelink connected services;

- e. Would be free from substantial defects in materials and workmanship, including defects leading to water intrusion or premature component failure; and
- f. Would be supported by a service network capable of performing warranty repairs in a manner consistent with the New Vehicle Limited Warranty's implied assurances of reasonable accessibility and competence.
- 51. Hyundai breached these express warranties. As alleged in detail in paragraphs 22-27 and elsewhere herein, the Vehicle suffered from numerous defects and nonconformities to warranty, including but not limited to: erroneous Forward Collision-Avoidance Assist activation, random unasked-for autonomous braking, malfunctioning parking sensors, water intrusion, non-functional GPS and Bluelink systems, inability to achieve advertised fuel capacity and range, the defective TPRD subject to NHTSA Recall No. 24V-761, and other issues that substantially impaired the use, value, and safety of the Vehicle.
- 52. Furthermore, the Vehicle could not be reliably fueled or serviced as warranted due to the inadequate infrastructure and scarcity of certified technicians, issues known to Hyundai and fundamentally undermining the utility of the Vehicle as warranted.
- Plaintiff duly presented the Vehicle to Hyundai's authorized repair facility, Tustin Hyundai, for repair of these defects and nonconformities on multiple occasions, as detailed in paragraph 23. The Vehicle was out of service for an unreasonable cumulative number of days due to these attempted repairs.
- 54. Hyundai and its authorized representatives failed to conform the Vehicle to its applicable express warranties after a reasonable number of attempts. The defects and nonconformities persisted, and the Vehicle remains substantially impaired.
- 55. Monetary damages cannot prevent the ongoing safety risks posed by the defective TPRD (NHTSA Recall No. 24V-761), which creates a significant risk of fire or explosion that could result in catastrophic injury or death, as evidenced by Hyundai's own recall notice.
- 56. Absent injunctive relief, Hyundai will continue selling defective Nexo vehicles to unsuspecting consumers based on the same misrepresentations Plaintiff relied upon, causing widespread consumer harm that cannot be remedied through individual damages awards."

1 57. Legal remedies cannot remedy the October 8, 2024 dangerous incident at the Torrance 2 hydrogen station where the 'station's display indicated the tank was overfilling and emitted alarming 3 noises, causing extreme fear of a potential system failure or explosion'. 4 58. As a direct and proximate result of Hyundai's breaches of express warranty, Plaintiff has 5 suffered damages as set forth in paragraph 36 and elsewhere herein. Plaintiff is entitled to relief 6 under California Civil Code § 1793.2(d)(2), including restitution of the purchase price (less a 7 statutory mileage offset, if any), or replacement of the Vehicle, as well as incidental and 8 consequential damages. 9 59. Hyundai's failure to promptly repurchase or replace the Vehicle after its failure to conform 10 it to warranty was willful. Therefore, Plaintiff is also entitled to a civil penalty of up to two times 11 the amount of her actual damages, plus reasonable attorneys' fees and costs, pursuant to California 12 Civil Code § 1794(c) and (e). 13 14 THIRD CAUSE OF ACTION 15

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# Breach of the Implied Warranty of Merchantability – Song-Beverly Consumer Warranty Act (Cal. Civ. Code § 1790 et seq.)

#### (Against Defendant Hyundai and DOES 1-10)

- 57. Plaintiff incorporates by reference and re-alleges each and every allegation contained in paragraphs 1 through 56, inclusive, of this Complaint as though fully set forth herein.
- 58. At the time Plaintiff purchased the Vehicle, an implied warranty of merchantability accompanied its sale, as mandated by California Civil Code §§ 1791.1 and 1792. This warranty guaranteed that the Vehicle was fit for the ordinary purposes for which such goods are used, namely providing safe, reliable, and reasonably efficient personal transportation. This includes being of average quality within the market and being fit for the particular purpose for which it was sold, which was daily driving.
- 59. Hyundai breached the implied warranty of merchantability. The Vehicle, as sold to Plaintiff, was not fit for its ordinary purpose due to the numerous and substantial defects alleged herein (see paragraphs 22, 25), including but not limited to the erroneous autonomous braking, malfunctioning

1770(a), by engaging in the following unfair or deceptive acts or practices in the transaction with

# Plaintiff:

- a. Misrepresenting the characteristics, benefits, or qualities of the Vehicle, including its range, refueling time, reliability, serviceability, and the availability of rebates (Cal. Civ. Code § 1770(a)(5));
- b. Representing that the Vehicle was of a particular standard, quality, or grade when it was of another (e.g., representing it as reliable for daily use when it was plagued by defects and infrastructure issues) (Cal. Civ. Code § 1770(a)(7));
- c. Advertising goods or services with intent not to sell them as advertised (e.g., advertising a 354-mile range and 5-minute refueling that are practically unattainable for most users) (Cal. Civ. Code § 1770(a)(9));
- d. Misrepresenting that a transaction confers or involves rights, remedies, or obligations which it does not have or involve (e.g., misrepresenting the certainty of the CVRP rebate and the ease of obtaining warranty service) (Cal. Civ. Code § 1770(a)(14)); and
- e. Representing that a good has been supplied in accordance with a previous representation when it has not (e.g., failing to deliver a vehicle that meets the performance and reliability standards represented at the time of sale) (Cal. Civ. Code § 1770(a)(16)).
- 66. Hyundai's misrepresentations and omissions of material fact, as alleged throughout this Complaint, were material in that a reasonable consumer would have considered them important in the decision to purchase the Nexo or the price to be paid. These practices were likely to deceive reasonable consumers, including Plaintiff.
- On or about February 21, 2025 Plaintiff, through her counsel, provided Defendant Hyundai with written notice of its violations of the CLRA, via certified mail, return receipt requested, demanding that Hyundai correct, repair, replace, or otherwise rectify the goods or services alleged to be in violation of § 1770. A true and correct copy of this CLRA notice letter is attached as **Exhibit G** and incorporated herein by reference. Defendant accepted the CLRA notice on February 26, 2025. They were served the complaint according to the docket on Case 2:25-cv-01480-AH-BFM on March 11, 2025. This has passed the 30-day period required by CLRA statute.

1 68. Hyundai has not, within 30 days of Plaintiff's notice, agreed to provide an appropriate 2 remedy. Plaintiff currently seeks only injunctive relief under the CLRA, reserving the right to 3 amend for damages if permitted by law. 4 69. Plaintiff faces ongoing irreparable harm that cannot be adequately compensated through 5 damages: 6 a. The continuing safety risk from erroneous autonomous braking documented in Plaintiff's 7 video evidence, which could cause accidents resulting in serious injury or death; 8 b. The psychological stress and anxiety from driving a vehicle with known safety defects, 9 including the TPRD recall issue which required Plaintiff to 'park the Vehicle outdoors and away 10 from structures,' which is 'extremely difficult and stressful given my urban living situation in 11 Sylmar'; 12

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- c. The loss of the substantial time invested (approximately 12 hours per week) researching replacement vehicles based on Hyundai's now-withdrawn repurchase promise;
- d. The continuing harm to the public interest, as 'Hyundai continues to market and sell the Nexo in California with similar representations' that are 'false or misleading'.
- 70. Plaintiff seeks preliminary and permanent injunctive relief to enjoin Hyundai from continuing its deceptive practices, including requiring Hyundai to make affirmative disclosures regarding the true nature of the Nexo, its fuel system limitations, infrastructure dependencies, service realities, and data collection practices. Any contractual term that purports to waive Plaintiff's right to seek public injunctive relief under the CLRA is void and unenforceable as against California public policy.

#### FIFTH CAUSE OF ACTION

# <u>False Advertising – Cal. Bus. & Prof. Code § 17500 et seq.</u> (Against Defendant Hyundai and DOES 1-10)

- 70. Plaintiff incorporates by reference and re-alleges each and every allegation contained in paragraphs 1 through 69, inclusive, of this Complaint as though fully set forth herein.
- 71. Defendant Hyundai, directly and/or through its authorized agents (including DOES 1-10), in connection with the sale or offering for sale of the Nexo, has disseminated, and continues to

- disseminate, untrue and misleading statements to the public, including Plaintiff, in California. These statements were made in advertising materials, including but not limited to website content, brochures, dealership displays, and oral representations by sales personnel.
  - 72. These untrue or misleading statements include, but are not limited to, the representations detailed in paragraphs 19(a)-(g), 39(a)-(g), and elsewhere herein, concerning the Nexo's driving range, refueling time and convenience, the reliability and extent of the hydrogen fueling infrastructure, the availability and amount of rebates (CVRP), the Vehicle's overall reliability and suitability for daily use, its environmental impact, and the availability of competent service.
  - 73. Hyundai knew, or in the exercise of reasonable care should have known, that these statements were untrue or misleading at the time they were made.
  - 74. Plaintiff reasonably relied on these false and misleading statements in deciding to purchase the Vehicle and would not have purchased the Vehicle, or would have paid substantially less for it, had she known the truth. As a result, Plaintiff has suffered injury in fact and has lost money or property, including the purchase price paid to Hyundai.
  - 75. Plaintiff seeks restitution of all monies paid by her to Hyundai as a result of such false advertising, and also seeks preliminary and permanent injunctive relief to prohibit Hyundai from continuing these deceptive advertising practices.
  - 76. The equitable relief sought is fundamentally different from and serves distinct purposes beyond legal remedies. It is inherently prospective, addressing Hyundai's ongoing and future conduct, whereas legal remedies can only compensate for past harm. The requested injunctive relief protects the general public, not just Plaintiff, from Hyundai's deceptive marketing practices and safety hazards. Plaintiff's video recordings of erroneous Forward Collision-Avoidance Assist activations document an ongoing safety hazard that will continue to endanger Plaintiff and other Nexo owners without equitable intervention. The injunctive relief would prevent the same cycle of harm documented in the evidence showing Plaintiff has achieved a full or near-full advertised capacity fill 'fewer than four times since purchasing the Vehicle in October 2023'.

### SIXTH CAUSE OF ACTION

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# <u>Unfair Competition – Cal. Bus. & Prof. Code § 17200 et seq.</u>

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#### (Against Defendant Hyundai and DOES 1-10)

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- 76. Plaintiff incorporates by reference and re-alleges each and every allegation contained in paragraphs 1 through 75, inclusive, of this Complaint as though fully set forth herein.

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77. Defendant Hyundai's conduct, as alleged throughout this Complaint, constitutes unfair competition within the meaning of California Business & Professions Code § 17200 et seq.,

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because it involves business acts or practices that are unlawful, unfair, and/or fraudulent.

9 10 78. **Unlawful:** Hyundai's conduct is unlawful because it violates numerous statutes, including but not limited to:

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a. The Song-Beverly Consumer Warranty Act (Cal. Civ. Code § 1790 et seq.), as alleged in the Second and Third Causes of Action;

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b. The Consumer Legal Remedies Act (Cal. Civ. Code § 1750 et seq.), as alleged in the Fourth Cause of Action;

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c. California's False Advertising Law (Cal. Bus. & Prof. Code § 17500 et seq.), as alleged in the Fifth Cause of Action; and

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d. The Magnuson-Moss Warranty Act (15 U.S.C. § 2301 et seq.), as alleged in the Eighth Cause of Action.

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79. **Unfair:** Hyundai's conduct is unfair because it offends established public policy and is immoral, unethical, oppressive, unscrupulous, or substantially injurious to consumers. This includes, but is not limited to:

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a. Marketing and selling a technologically complex and expensive vehicle while knowing that the essential infrastructure (fueling and service) is grossly inadequate and failing, effectively stranding consumers;

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b. Failing to disclose known material safety defects and operational limitations that significantly impact the Vehicle's use and value;

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c. Engaging in bad faith conduct regarding its repurchase obligations under consumer protection laws, as exemplified by its withdrawal of repurchase offers to Plaintiff;

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- 1 d. Collecting and potentially monetizing vast amounts of private consumer data without 2 adequate disclosure or informed consent, thereby infringing on consumer privacy rights.
  - e. The significant imbalance in bargaining power and knowledge between Hyundai and consumers like Plaintiff, which Hyundai exploited.
  - 80. **Fraudulent:** Hyundai's conduct is fraudulent because it is likely to deceive reasonable members of the public, including Plaintiff. Hyundai's affirmative misrepresentations and failures to disclose material facts concerning the Nexo's performance, reliability, range, refueling, serviceability, safety, and associated costs, as alleged herein, were part of a scheme reasonably likely to deceive consumers into purchasing or leasing these vehicles.
  - Monetary damages cannot prevent the ongoing safety risks posed by the defective TPRD 81. (NHTSA Recall No. 24V-761), which creates a significant risk of fire or explosion that could result in catastrophic injury or death, as evidenced by Hyundai's own recall notice.
  - 82. Absent injunctive relief, Hyundai will continue selling defective Nexo vehicles to unsuspecting consumers based on the same misrepresentations Plaintiff relied upon, causing widespread consumer harm that cannot be remedied through individual damages awards."
  - 83. Legal remedies cannot remedy the October 8, 2024 dangerous incident at the Torrance hydrogen station where the 'station's display indicated the tank was overfilling and emitted alarming noises, causing extreme fear of a potential system failure or explosion'.
  - 84. Plaintiff has suffered injury in fact and lost money or property as a direct result of Hyundai's unfair, unlawful, and fraudulent business practices, including the purchase price of the defective Vehicle and other associated costs. Plaintiff has standing to pursue this claim.
  - 85. Under well-established California law, the right to seek public injunctive relief is unwaivable, whether by an arbitration agreement or by any other means.
  - 86. Plaintiff seeks restitution of all funds acquired by Hyundai by means of such unfair competition and also seeks preliminary and permanent injunctive relief enjoining Hyundai from continuing such practices, including requiring corrective advertising and disclosures, pursuant to California Business & Professions Code § 17203. Any contractual term that purports to waive Plaintiff's right to seek public injunctive relief under the UCL is void and unenforceable.

#### SEVENTH CAUSE OF ACTION

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#### **Negligence**

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#### (Against Defendant Hyundai and DOES 1-10)

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- 83. Plaintiff incorporates by reference and re-alleges each and every allegation contained in paragraphs 1 through 82, inclusive, of this Complaint as though fully set forth herein.
- 84. Defendant Hyundai, as a manufacturer, distributor, and seller of motor vehicles, owed Plaintiff and other consumers a duty to exercise reasonable care in the design, manufacture, assembly, testing, inspection, marketing, sale, and servicing of its vehicles, including the Nexo. This duty includes ensuring vehicles are safe, free from defects, and accompanied by accurate information about operational limitations, such as the need for specialized fueling infrastructure.
- 85. Hyundai breached its duty of care to Plaintiff in numerous ways, including but not limited to:
- a. Designing, manufacturing, and selling the Nexo with dangerous defects, including but not limited to the faulty Forward Collision-Avoidance Assist system, autonomous braking malfunctions, water intrusion vulnerabilities, and the defective TPRD component;
- b. Failing to adequately test the Nexo and its components to ensure their safety and reliability under real-world operating conditions in California;
- c. Failing to ensure the safety and integrity of critical components, such as the hydrogen fuel storage and delivery system;
- d. Providing inaccurate, misleading, or incomplete information regarding the Vehicle's performance (e.g., range, refueling time), the status of the hydrogen fueling infrastructure, and the availability of certified service;
- e. Failing to establish and maintain an adequate network of service centers qualified to repair the specialized Nexo fuel cell system in regions where it actively markets and sells the Vehicle;
- f. Failing to timely and adequately warn Plaintiff and other consumers of known defects, safety risks (including the TPRD fire risk prior to the formal recall, if known earlier), and significant operational limitations;

g. Failing to implement an effective and timely remedy for the TPRD recall; and h.

2	Negligently handling Plaintiff's repurchase claim, including making and then withdrawing offers
3	without a good faith basis.
4	86. It was reasonably foreseeable that Hyundai's negligent conduct, as described above, would
5	cause Plaintiff to suffer harm, including economic losses associated with purchasing a defective and
6	inadequately supported vehicle, costs incurred dealing with its defects, diminution in value, and
7	exposure to unreasonable safety risks.
8	87. As a direct and proximate result of Hyundai's negligence, Plaintiff has suffered damages as
9	set forth in paragraph 36 and elsewhere herein, including economic losses, property damage
10	(diminution in value of the Vehicle), and other legally cognizable harm.
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12	EIGHTH CAUSE OF ACTION
13	Violations of the Magnuson-Moss Warranty Act
14	(15 U.S.C. § 2301 et seq.)
15	(Against Defendant Hyundai and DOES 1-10)
16	88. Plaintiff incorporates by reference and re-alleges each and every allegation contained in
17	paragraphs 1 through 87, inclusive, of this Complaint as though fully set forth herein.
18	89. Plaintiff's 2023 Hyundai Nexo is a "consumer product" as defined in 15 U.S.C. § 2301(1).
19	90. Plaintiff is a "consumer" as defined in 15 U.S.C. § 2301(3).
20	91. Defendant Hyundai is a "supplier" and "warrantor" as defined in 15 U.S.C. § 2301(4) and
21	(5) in connection with the Vehicle.
22	92. Hyundai provided Plaintiff with written warranties, including the New Vehicle Limited
23	Warranty, and implied warranties, including the implied warranty of merchantability, covering the
24	Vehicle, as detailed in the Second and Third Causes of Action. These warranties are incorporated
25	herein by reference.
26	93. Hyundai breached its obligations under its written and implied warranties by failing to
27	provide a vehicle that conformed to such warranties and by failing to repair or correct the defects
28	and nonconformities in the Vehicle after being afforded a reasonable number of attempts and a
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reasonable opportunity to do so, as alleged more fully in paragraphs 22-24, 51-54, and 59-60. The

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4. For reimbursement of all insurance premiums paid by Plaintiff for the Vehicle;

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5. For all incidental and consequential damages proximately caused by Hyundai's conduct, including but not limited to costs of alternative transportation, repair costs, towing costs, wasted fuel, travel expenses for service and fueling, and time lost.

#### **B. For Compensatory Damages:**

- 1. For damages in an amount representing the difference between the actual fair market value of the Vehicle as warranted and the actual fair market value of the Vehicle as delivered with its defects and limitations;
- 2. For all incidental and consequential damages proximately caused by Hyundai's conduct, as detailed above;
  - 3. For damages for loss of use of the Vehicle;
- 4. For costs incurred for transportation, repairs, and related expenses; 5. For damages representing the diminution in value of the Vehicle.

#### C. For Statutory Damages:

- 1. For civil penalties against Hyundai pursuant to California Civil Code § 1794(c) and/or § 1794(e)(1), in an amount up to two times Plaintiff's actual damages, for Hyundai's willful failure to comply with its obligations under the Song-Beverly Consumer Warranty Act;
- 2. For CLRA damages, statutory damages, and/or punitive damages under Cal. Civ. Code § 1780, upon amendment of this Complaint after the statutory notice period.

### D. For Punitive and Exemplary Damages:

1. For punitive and exemplary damages in an amount appropriate to punish Defendant Hyundai for its fraudulent, malicious, and oppressive conduct, and to deter Hyundai and others from engaging in similar conduct in the future, particularly in connection with the First Cause of Action for Fraud.

#### E. For Injunctive Relief:

1. For permanent injunctive relief, pursuant to the CLRA (Cal. Civ. Code § 1780(b)), False Advertising Law (Cal. Bus. & Prof. Code § 17535), Unfair Competition Law (Cal. Bus. & Prof. Code § 17203), and to prevent the irreparable harm that would result from procedural delay ordering Hyundai, its officers, agents, servants, employees, and all persons acting in concert or

participating with them, to:

- 2 a. Cease and desist from engaging in the deceptive marketing, advertising, and sales
  3 practices described herein concerning the Nexo vehicle in California;
  - b. Issue corrective advertising and make affirmative, conspicuous disclosures in all California-based advertising, marketing materials, and at the point of sale regarding the known material defects, safety issues (including the TPRD recall status and remedy timeline), actual fuel system performance limitations, true state of the hydrogen fueling infrastructure, scarcity of certified service locations, and Hyundai's data collection and use practices for the Nexo;
  - c. Cease selling or leasing Nexo vehicles in California unless and until Hyundai can demonstrate that the vehicles conform to all applicable warranties, are reasonably supported by adequate fueling and service infrastructure, and all material limitations and risks are fully disclosed to consumers prior to purchase or lease; and
  - d. Implement and honor a fair and timely process for providing remedies to existing California Nexo owners and lessees affected by these issues, including efficient processing of recall repairs, provision of loaner vehicles during extended repairs, and good faith consideration of repurchase or replacement requests for non-conforming vehicles.

#### F. For Interest:

- 1. For prejudgment interest on all amounts awarded, as permitted by law, including under California Civil Code §§ 3287 and 3288.
  - 2. For post-judgment interest as permitted by law.

#### G. For Attorneys' Fees and Costs:

1. For an award of reasonable attorneys' fees and litigation expenses and costs incurred herein, pursuant to California Civil Code § 1794(d) (Song-Beverly Act), California Civil Code § 1780(e) (CLRA, upon amendment for damages or as otherwise applicable for injunctive relief), the Magnuson-Moss Warranty Act, 15 U.S.C. § 2310(d)(2), and/or California Code of Civil Procedure § 1021.5 (private attorney general doctrine), and/or any other applicable statute or legal theory.

#### H. For Such Other and Further Relief:

1. For such other and further relief as this Court may deem just and proper.

**DEMAND FOR JURY TRIAL** Plaintiff STACY ROSS hereby demands a trial by jury on all issues and causes of action so triable in this matter, pursuant to Rule 38 of the Federal Rules of Civil Procedure and the Seventh Amendment to the United States Constitution. Respectfully submitted, Dated: May 23, 2025 INGBER LAW GROUP /s/ Jason M. Ingber Jason M. Ingber, Esq. Attorney for Plaintiff 

# **EXHIBIT A**

R	ETAIL	INS	TALLMI	ENT	SALE CO	NTRA	CT -	SIMPLE FI	INAN	CE CHARGI	E /	WITH AP	BITRATION P	i l	n
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Additional information: Sea this contract for more information the scheduled date, minimum finance charges, and security in					ilereşt.						L	Seller X A		CHOK WAR	
frade-in Payoff Agreement: Seller relied on information from you and/or the itenholder or lessor of your trade-in vehicle(s) to arrive at the payoff amount shown as the Prior Credit or Lease Balance in Trade-in Vehicle(s). You understand that the amount quoted is an estimate. Seller agrees to pay the payoff amount shown as the Prior Credit or Lease Balance in Trade-in Vehicle(s) to the enholder or lessor of the trade-in vehicle(s), or its designee. If the actual payoff amount is more than the amount shown as the Prior Credit or Lease Balance in Trade-in Vehicle(s), you must pay eccives from your prior lienholder or lessor. Except as stated in the "NOTICE" on page 5 of this contract, any assignee of this contract will not be obligated to pay the Prior Credit or Lease Balance hown in Trade-in Vehicle(s) or any refund. You agree to sign or provide any documents Seller reasonably requires to effect the transfer of the Trade-in Vehicle to Seller or its designee.  Super Signature X B Co-Buyer Signature X B LORMA ROSS															
this contract  Name of	AUTO BROKER FEE DISCLOSURE this contract reflects the retail sale of a new motor vehicle, the sale is not subject to a fee received by an autobroker from us unless the following box is checked:  N/A														
		i <b>te:</b> E	ly signing arbitration			hat, purs	euant l See th	to the Arbitration P	on Pro	vision on page n for additional	5 c	of this contraction con-	t, you or we may cerning the agree	elect to reso	olve any
uyer Signs X 👤			-	57A	CY ROSS			Co-Buyer					ORNA ROSS	ment to attill	ale.

Case 2:25-CV-01480-AH-BEN CUSTOMER COMPRED TO SOFT THE SIGNOR DESTROY CASE MEDIT PROVIDED TO SOME SOME PROVIDED TO SOME PROVI OPTIONAL DEBT CANCELLATION AGREEMENT OR ITEMIZATION OF THE AMOUNT FINANCED (Seller may keep part of the amounts paid to the respective forms of the seller may keep part of the amounts paid to the respective forms.) GUARANTEED ASSET PROTECTION WAIVER. A debt cancellation agreement or guaranteed asset protection 1. Total Cash Price waiver (GAP waiver) is not required to obtain credit and will 62,420.00 (A) not be provided unless you sign below and agree to pay the A. Cash Price of Motor Vehicle and Accessories 62,420.00 extra charge. If you choose to buy debt cancellation or a GAP 1. Cash Price Vehicle waiver, the charge is shown in item 1L of the Itemization of N/A 2. Cash Price Accessories Amount Financed. See your agreement for details on the N/A 3. Other (Nontaxable) Describe N/A terms and conditions it provides. It is a part of this contract, N/A 4. Other (Nontaxable) Describe N/A N/A Term N/A Mos. \_\_ 85.00 (B) Name of Agreement B. Document Processing Charge (not a governmental fee) N/A (C) want to buy a debt cancellation agreement or GAP waiver. C. Emissions Testing Charge (not a governmental fee) N/A Buyer Signs X D D. (Optional) Theft Deterrent Device(s) N/A (D1) 1. (paid to) N/A OPTIONAL SERVICE CONTRACT(S) You want to N/A (D2) purchase the service contract(s) written with the following company(les) for the term(s) shown below for the charge(s) 2. (paid to) N/A N/A (D3) 3. (paid to) N/A shown in Item 1I. E. (Optional) Surface Protection Product(s) I1 Company NAAC N/A (E1) 1. (paid to) N/A N/A (E2) 100000 Miles Mos or 2. (paid to) N/A N/A (F) F. EV Charging Station (paid to) N/A I2 Company 5,937.98 (G) N/A N/A Miles Mos. or G. Sales Tax (on taxable items in A through F) Term I3 Company N/A H. Electronic Vehicle Registration or Transfer Charge 22.00 (H) N/A (not a governmental fee) (paid to) AVRS N/A Miles Mos. or \_ Term . I4 Company N/A I. (Optional) Service Contract(s) 2,300.00 (I1) N/A Miles 1. (paid to) NAAC Term N/A (T2) I5 Company N/A 2. (paid to) N/A N/A (I3) N/A N/A Miles Mos. or 3. (paid to) N/A Term N/A ([4) STACU ROSS Buyer x E 4. (paid to) N/A N/A (I5) 5. (paid to) N/A Trade-In Vehicle(s) N/A (J) J. Prior Credit or Lease Balance (e) paid by Seller to USAA 1. Vehicle 1 Make Toyota (see downpayment and trade-in calculation) Year 2018 K. Prior Credit or Lease Balance (e) paid by Seller to  $\frac{N/A}{}$ N/A (K) Odometer 53545 Model Camry (see downpayment and trade-in calculation) VIN 4T1BZ1HK3JU020971 N/A (L) L. (Optional) Debt Cancellation Agreement or Guaranteed Asset Protection Waiver \$ 19,500.00 a. Agreed Value of Property N/A (M) M. (Optional) Used Vehicle Contract Cancellation Option Agreement b. Buver/Co-Buyer Retained Trade Equity \$ N/A (N) N. Other paid to N/A c. Agreed Value of Property N/A (0) O. Other paid to N/A 19,500.00 Being Traded-In (a-b) 70,764.98 (1) 14,565.48 Total Cash Price (A through O) d. Prior Credit or Lease Balance \$ **Amounts Paid to Public Officials** e. Net Trade-In (c-d) (must be ≥ 0 406.00 (A) 4,934.52 A. Vehicle License Fees for buyer/co-buyer to retain equity) \$ 316.00 (B) B. Registration/Transfer/Titling Fees 2. Vehicle 2 7.00 (C) \_ Make N/A C. California Tire Fees Year N/A N/A (D) D. Other N/A Odometer N/A Model N/A 729.00 (2) Total Official Fees (A through D) VIN N/A N/A (3) 3. Amount Paid to Insurance Companies (Total premiums from Statement of Insurance) N/A a. Agreed Value of Property N/A (4) 4. ☐ State Emissions Certification Fee or ☐ State Emissions Exemption Fee b. Buyer/Co-Buyer Retained Trade Equity \$ 71,493.98 (5) 5. Subtotal (1 through 4) c. Agreed Value of Property 0.00 6. Total Downpayment 19,500.00 (A) Being Traded-In (a-b) A. Total Agreed Value of Property Being Traded-In (see Trade-In Vehicle(s)): N/A d. Prior Credit or Lease Balance \$ Vehicle 1 \$ 19,500.00 \_\_ Vehicle 2 \$ N/A e. Net Trade-In (c-d) (must be ≥ 0 14,565.48 (B) B. Total Less Prior Credit or Lease Balance (e) 0.00 for buyer/co-buyer to retain equity) \$ Vehicle 1 \$ 14,565.48 4,934.52 (C) C, Total Net Trade-In (A-B) Total Agreed Value of Property Vehicle 2 \$ N/A Vehicle 1 \$ 4,934.52 19,500.00 \* Being Traded-in (1c+2c) N/A (D) D. Deferred Downpayment Payable to Seller Total Prior Credit or Lease 33,000.00 (E)

N/A (F)

N/A (G)

N/A (H)

40,534.52 (6)

30,959.46 (7

2,600.00 (1)

E. Manufacturer's Rebate

N/A

Total Downpayment (C through i)

Amount Financed (5 less 6)

I. Cash, Cash Equivalent, Check, Credit Card, or Debit Card

(If negative, enter zero on line 6 and enter the amount less than zero as a positive number on line 1J and/or 1K above)

Other N/A

G. Other N/A

H. Other.

OPTION: I You pay no finance charge if the

Amount Financed, item 7, is paid in full on or before

(\*See item 6A-6C in the Itemization of Amount Financed)

Balance (1d+2d)

Total Net Trade-In (1e+2e)

14,565.48

4,934.52

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### FINANCE CHARGE AND PAYMENTS

- How we will figure Finance Charge. We will figure the Finance Charge on a daily basis at the Annual Percentage Rate on the unpaid part of the Amount Financed. Seller -Creditor may receive part of the Finance Charge.
- How we will apply payments. We may apply each payment to the earned and unpaid part of the Finance Charge, to the unpaid part of the Amount Financed and to other amounts you owe under this contract in any order we choose as the law allows.
- How late payments or early payments change what you must pay. We based the Finance Charge, Total of Payments, and Total Sale Price shown on page 1 of this contract on the assumption that you will make every payment on the day it is due. Your Finance Charge, Total of Payments, and Total Sale Price will be more if you pay late and less if you pay early. Changes may take the form of a larger or smaller final payment or, at our option, more or fewer payments of the same amount as your scheduled payment with a smaller final payment. We will send you a notice telling you about these changes before the final scheduled payment is due.
- d. You may prepay. You may prepay all or part of the unpaid part of the Amount Financed at any time. If you do so, you must pay the earned and unpaid part of the Finance Charge and all other amounts due up to the date of your payment. As of the date of your payment, if the minimum finance charge is greater than the earned Finance Charge, you may be charged the difference; the minimum finance charge is as follows: (1) \$25 if the original Amount Financed does not exceed \$1,000, (2) \$50 if the original Amount Financed is more than \$1,000 but not more than \$2,000, or (3) \$75 if the original Amount Financed is more than \$2,000.

### YOUR OTHER PROMISES TO US

If the vehicle is damaged, destroyed, or missing. You agree to pay us all you owe under this contract even if the vehicle is damaged, destroyed, or missing.

### **GAP LIABILITY NOTICE**

In the event of theft or damage to your vehicle that results in a total loss, there may be a gap between the amount you owe under this contract and the proceeds of your insurance settlement and deductible. THIS CONTRACT PROVIDES THAT YOU ARE LIABLE FOR THE GAP AMOUNT. An optional debt cancellation agreement for coverage of the gap amount may be offered for an additional charge.

- Using the vehicle. You agree not to remove the vehicle from the U.S. or Canada, or to sell, rent, lease, or transfer any interest in the vehicle or this contract without our written permission. You agree not to expose the vehicle to misuse, seizure, confiscation, or involuntary transfer. If we pay any repair bills, storage bills, taxes, fines, or charges on the vehicle, you agree to repay the amount when we ask for it.
- Security Interest.

You give us a security interest in:

- The vehicle and all parts or goods put on it;
- All money or goods received (proceeds) for the
- All insurance, maintenance, service, or other contracts we finance for you; and
- All proceeds from insurance, maintenance, service, or other contracts we finance for you. This includes any refunds of premiums or charges from the contracts.

This secures payment of all you owe on this contract, it also secures your other agreements in this contract as the law allows. You will make sure the title shows our security interest (lien) in the vehicle. You will not allow any other security interest to be placed on the title without our written permission.

- Insurance you must have on the vehicle.
  - You agree to have physical damage insurance covering loss of or damage to the vehicle for the term of this contract. The insurance must cover our interest in the vehicle. You agree to name us on your insurance policy as loss payee. If you do not have this insurance, we may, if we choose, buy physical damage insurance. If we decide to buy physical damage insurance, we may either buy insurance that covers your interest and our interest in the vehicle, or buy insurance that covers only our interest. If we buy either type of insurance, we will tell you which type and the charge you must pay. The charge will be the premium for the insurance and a finance charge computed at the Annual Percentage Rate shown on page 1 of this contract or, at our option, the highest rate the law permits. If the vehicle is lost or damaged, you agree that we may use any insurance settlement to reduce what you owe or repair the vehicle.
- What happens to returned insurance, maintenance, service, or other contract charges. If we get a refund of insurance, maintenance, service, or other contract charges, you agree that we may subtract the refund from what you owe.

### IF YOU PAY LATE OR BREAK YOUR OTHER PROMISES

- You may owe late charges. You will pay a late charge on each late payment as shown on page 1 of this contract. E Acceptance of a late payment or late charge does not excuse your late payment or mean that you may keep a making late payments. If you pay late, we may also take the steps described below.
- You may have to pay all you owe at once. If you break your promises (default), we may demand that you pay all you owe on this contract at once, subject to any right the law gives you to reinstate this contract. Default means:
  - You do not pay any payment on time;
  - You give false, incomplete, or misleading information during credit application;
  - The vehicle is lost, damaged, or destroyed; or
  - You break any agreements in this contract.

The amount you will owe will be the unpaid part of the Amount Financed plus the earned and unpaid part of the Finance Charge, any late charges, and any amounts due because you defaulted.

- You may have to pay collection costs. You will pay our reasonable costs to collect what you owe, including attorney fees, court costs, collection agency fees, and fees paid for other reasonable collection efforts. You agree to pay a charge not to exceed \$15 if any check you give to us is dishonored.
- d. We may take the vehicle from you. If you default, we may take (repossess) the vehicle from you if we do so peacefully and the law allows it. If your vehicle has an electronic tracking device (such as GPS), you agree that we may use the device to find the vehicle. If we take the vehicle, any accessories, equipment, and replacement parts will stay with the vehicle. If any personal items are in the vehicle, we may store them for you. If you do not ask for these items back, we may dispose of them as the law allows.
- How you can get the vehicle back if we take it. If we repossess the vehicle, you may pay to get it back (redeem). You may redeem the vehicle by paying all you owe, or you may have the right to reinstate this contract and redeem the vehicle by paying past due payments and any late charges, providing proof of insurance, and/or taking other action to cure the default. We will provide you all notices required by law to tell you when and how much to pay and/or what action you must take to redeem the vehicle.

do not redeem, we will sell the vehicle. We will send you a written notice of sale before selling the vehicle.

We will apply the money from the sale, less allowed expenses, to the amount you owe. Allowed expenses are expenses we pay as a direct result of taking the vehicle, holding it, preparing it for sale, and selling it. Attorney fees and court costs the law permits are also allowed expenses. If any money is left (surplus), we will pay it to you unless the law requires us to pay it to someone else. If money from the sale is not enough to pay the amount you owe, you must pay the rest to us. If you do not pay this amount when we ask, we may charge you interest at the Annual Percentage Rate shown on page 1 of this contract, not to exceed the highest rate permitted by law, until you pay.

What we may do about optional insurance, maintenance, service, or other contracts. This contract may contain charges for optional insurance, maintenance, service, or other contracts. If we demand that you pay all you owe at once or we repossess the vehicle, you agree that we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe or repair the vehicle. If the vehicle is a total loss because it is confiscated, damaged, or stolen, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe.

WARRANTIES SELLER DISCLAIMS

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If you do not get a written warranty, and the Seller does not enter into a service contract within 90 days from the date of this contract, the Seller makes no warranties, express or implied, on the vehicle, and there will be no implied warranties of merchantability or of fitness for a particular purpose.

This provision does not affect any warranties covering the vehicle that the vehicle manufacturer may provide. If the Seller has sold you a certified used vehicle, the warranty of

merchantability is not disclaimed.

Used Car Buyers Guide. The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

Spanish Translation: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.

SERVICING AND COLLECTION CONTACTS 6.

In consideration of our extension of credit to you, you agree to provide us your contact information for our servicing and collection purposes. You agree that we may use this information to contact you in writing, by e-mail, or using prerecorded/artificial voice messages, text messages, and automatic telephone dialing systems, as the law allows. You also agree that we may try to contact you in these and other ways at any address or telephone number you provide us, even if the telephone number is a cell phone number or the contact results in a charge to you. You agree to allow our agents and service providers to contact you as

You agree that you will, within a reasonable time, notify us of any

change in your contact information.

**APPLICABLE LAW** 

Federal law and California law apply to this contract. If any part of this contract is not valid, all other parts stay valid. We may delay or refrain from enforcing any of our rights under this contract without losing them. For example, we may extend the time for making some payments without extending the time for making others.

WARRANTIES OF BUYER

You promise you have given true and correct information during your application for credit, and you have no knowledge that will make that information untrue in the future. We have relied on the truth and accuracy of that information in entering into this contract. Upon request, you will provide us with documents and other information necessary to verify any item contained in your credit application.

**NEGATIVE CREDIT REPORT NOTICE** 

We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

You waive the provisions of Calif. Vehicle Code Section 1808.21 and authorize the California Department of Motor Vehicles to furnish your residence address to us.

### CREDIT DISABILITY INSURANCE NOTICE **CLAIM PROCEDURE**

If you become disabled, you must tell us right away. (You are advised to send this information to the same address to which you are normally required to send your payments, unless a different address or telephone number is given to you in writing by us as the location where we would like to be notified.) We will tell you where to get claim forms. You must send in the completed form to the insurance company as soon as possible and tell us as soon as you do.

If your disability insurance covers all of your missed payment(s), WE CANNOT TRY TO COLLECT WHAT YOU OWE OR FORECLOSE UPON OR REPOSSESS ANY COLLATERAL UNTIL THREE CALENDAR MONTHS AFTER your first missed payment is due or until the insurance company pays or rejects your claim, whichever comes first. We can, however, try to collect, foreclose, or repossess if you have any money due and owing us or are otherwise in default when your disability claim is made or if a senior mortgage or lien holder is foreclosing.

If the insurance company pays the claim within the three calendar months, we must accept the money as though you paid on time. If the insurance company rejects the claim within the three calendar months or accepts the claim within the three calendar months on a partial; disability and pays less than for a total disability, you will have 35 days from the date that the rejection or the acceptance of the partial disability claim is sent to pay past due payments, or the difference between the past due payments and what the insurance company pays for the partial disability, plus late charges. You can contact us, \$\frac{1}{2}\$ and we will tell you how much you owe. After that time, we can take action to collect or foreclose or repossess any collateral you may have given.

If the insurance company accepts your claim but requires that you send in additional forms to remain eligible for continued payments, you should send in these completed additional forms no later than required. If you do not send in these forms on time, the insurance company may stop paying, and we will then be able to take action to collect or foreclose or repossess any collateral you may have given.

Electronic Contracting and Signature Acknowledgment. You agree that (i) this contract is an electronic contract executed by you using your electronic signature, (ii) your electronic signature signifies your intent to enter into this contract and that this contract be legally valid and enforceable in accordance with its terms to the same extent as if you had executed this contract using your written signature and (iii) the authoritative copy of this contract ("Authoritative Copy") shall be that electronic copy that resides in a document management system designated by us for the storage of authoritative copies of electronic records, which shall be deemed held by us in the ordinary course of business. Notwithstanding the foregoing, if the Authoritative Copy is converted by printing a paper copy which is marked by us as the original (the "Paper Contract"), then you acknowledge and agree that (1) your signing of this contract with your electronic signature also constitutes issuance and delivery of such Paper Contract, (2) your electronic signature associated with this contract, when affixed to the Paper Contract, constitutes your legally valid and binding signature on the Paper Contract and (3) subsequent to such conversion, your obligations will be evidenced by the Paper Contract alone.

### Seller's Right to Cancel

- a. Seller agrees to deliver the vehicle to you on the date this contract is signed by Seller and you. You understand that it may take some time for Seller to verify your credit and assign the contract. You agree that if Seller is unable to assign the contract to any one of the financial institutions with whom Seller regularly does business under an assignment acceptable to Seller, Seller may cancel the contract.
- b. Seller shall give you written notice (or in any other manner in which actual notice is given to you) within 10 days of the date this contract is signed if Seller elects to cancel. Upon receipt of such notice, you must immediately return the vehicle to Seller in the same condition as when sold, reasonable wear and tear excepted. Seller must give back to you all consideration received by Seller, including any trade-in vehicle.
- c. If you do not immediately return the vehicle, you shall be liable for all expenses incurred by Seller in taking the vehicle from you, including reasonable attorney's fees.
- d. While the vehicle is in your possession, all terms of the contract, including those relating to use of the vehicle and insurance for the vehicle, shall be in full force and you shall assume all risk of loss or damage to the vehicle. You must pay all reasonable costs for repair of any damage to the vehicle until the vehicle is returned to Seller.

#### ARBITRATION PROVISION

### PLEASE REVIEW - IMPORTANT - AFFECTS YOUR LEGAL RIGHTS

- 1. EITHER YOU OR WE MAY CHOOSE TO HAVE ANY DISPUTE BETWEEN YOU AND US DECIDED BY ARBITRATION AND NOT IN COURT OR BY JURY TRIAL.
- 2. IF A DISPUTE IS ARBITRATED, YOU WILL GIVE UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.
- 3. DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION.

Any claim or dispute, whether in contract, tort, statute or otherwise (including the interpretation and scope of this Arbitration Provision, any allegation of waiver of rights under this Arbitration Provision, and the arbitrability of the claim or dispute), between you and us or our employees, agents, successors or assigns, which arises out of or relates to your credit application, purchase or condition of this Vehicle, this contract or any resulting transaction or relationship (including any such relationship with third parties who do not sign this contract) shall, at your or our election, be resolved by neutral, binding arbitration and not by a court action. If federal law provides that a claim or dispute is not subject to binding arbitration, this Arbitration Provision shall not apply to such claim or dispute. Any claim or dispute is to be arbitrated by a single arbitrator only on an individual basis and not as a plaintiff in a collective or representative action, or a class representative or member of a class on any class claim. The arbitrator may not preside over a consolidated, representative, class, collective, injunctive, or private attorney general action. You expressly waive any right you may have to arbitrate a consolidated, representative, class, collective, injunctive, or private attorney general action. You or we may choose the American Arbitration Association (<a href="https://www.adr.org">www.adr.org</a>) or National Arbitration and Mediation (<a href="https://www.namadr.com">www.namadr.com</a>) as the arbitration organization to conduct the arbitration. If you and we agree, you or we may choose a different arbitration organization. You may get a copy of the rules of an arbitration organization by contacting the organization or visiting its website.

Arbitrators shall be attorneys or retired judges and shall be selected pursuant to the applicable rules. The arbitrator shall apply governing substantive law and the applicable statute of limitations. The arbitration hearing shall be conducted in the federal district in which you reside unless the Seller-Creditor is a party to the claim or dispute, in which case the hearing will be held in the federal district where this transaction was originated. We will pay the filing, administration, service, or case management fee and the arbitrator or hearing fee up to a maximum of \$5,000, unless the law or the rules of the chosen arbitration organization require us to pay more. You and we will pay the filing, administration, service, or case management fee and the arbitrator or hearing fee over \$5,000 in accordance with the rules and procedures of the chosen arbitration organization. The amount we pay may be reimbursed in whole or in part by decision of the arbitrator if the arbitrator finds that any of your claims is frivolous under applicable law. Each party shall be responsible for its own attorney, expert and other fees, unless awarded by the arbitrator under applicable law. If the chosen arbitration organization's rules conflict with this Arbitration Provision, then the provisions of this Arbitration Provision shall control. Any arbitration under this Arbitration Provision shall be in writing and will be final and binding on all parties, subject to any limited right to appeal under the Federal Arbitration Act.

You and we retain the right to seek remedies in small claims court for disputes or claims within that court's jurisdiction, unless such action is transferred, removed or appealed to a different court. Neither you nor we waive the right to arbitrate any related or unrelated claims by filing any action in small claims court, or by using self-help remedies, such as repossession, or by filing an action to recover the vehicle, to recover a deficiency balance, or for individual or statutory public injunctive relief. Any court having jurisdiction may enter judgment on the arbitrator's award. This Arbitration Provision shall survive any termination, payoff or transfer of this contract. If any part of this Arbitration Provision, other than waivers of class rights, is deemed or found to be unenforceable for any reason, the remainder shall remain enforceable. You agree that you expressly waive any right you may have for a claim or dispute to be resolved on a class basis in court or in arbitration. If a court or arbitrator finds that this class arbitration waiver is unenforceable for any reason with respect to a claim or dispute in which class allegations have been made, the rest of this Arbitration Provision shall also be unenforceable.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

The preceding NOTICE applies only to goods or services obtained primarily for personal, family or household use. In all other cases, Buyer will not assert against any subsequent holder or assignee of this contract any claims or defenses the Buyer (debtor) may have against the Seller, or against the manufacturer of the vehicle or equipment obtained under this contract.

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HOW THIS CONTRACT CAN BE CHA	ANGED. This contract contain	s the entire agreement between	you and us relating to	this contract. Any change	to the contract must be in
writing and both you and we must sign	it. No oral changes are bindir \$7.464 ROSS	ng. <b>Co-Buyer Si</b>	-ne v F	LORNA ROS	55
Buyer Signs X F					
SELLER'S RIGHT TO CANCEL If Buyer a	and Co-Buyer sign here, the prov	visions of the Seller's Right to Can	cel section on page 5 of th	is contract giving the Seller	the right to cancel if Seller is
unable to assign this contract to a financial	ıl institution will apply.				•
Buyer X G	57AC4 ROSS	Co-Buyer	x <u>G</u>	LORNA ROSS	
THE MINIMUM PUBLIC LIABILITY INS	CURANCE LIMITO DECUIDED II	I I AM MILET DE MET DV EVED	PERSON WHO PURCHA	SES A VEHICLE, IF YOU A	RE UNSURE WHETHER OR
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WARNING: YOUR PRESENT POLICY MAY NOT	COVER COLLISION DAMAGE (	OR MAY NOT PROVIDE FOR FUI	L REPLACEMENT COST	S FOR THE VEHICLE BEIN	G PURCHASED. IF YOU DO
YOUR PRESENT POLICY MAY NOT NOT HAVE FULL COVERAGE, SUPPLEM DEALER. HOWEVER, UNLESS OTHERW					
FOR ADVICE ON FULL COVERAGE TH THE BUYER SHALL SIGN TO ACKNOW	IAT WILL PROTECT YOU IN THE WIEDGETHAT HE/SHE LINDERS	EVENT OF LOSS OR DAWAGE TO TANDS THESE PUBLIC LIABILITY	TERMS AND CONDITIONS	OFF COMING! LODK BOOM	ARIOL AGENT
	STACY ROSS	х.Н		LORNA ROSS	
s/s x <u>H</u>					
N/A					
THE STATE OF THE S	the same and the fore years to	and it as if it contains any ble	ank engage to he filler	in (2) You are entitled	to a completely filled in
Notice to buyer: (1) Do not sign the copy of this agreement. (3) You co					
under this agreement, the vehicle	may be repossessed and	you may be subject to suit a	d liability for the unp	aid indebtedness evide	nced by this agreement.
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After this contract is signed, the seller may no	ot change the financing or payment t	terms unless you agree in writing to th	e change. You do not have to	agree to any change, and it is a	u durant or deceptive higgage ion
the selter to make a unilateral change.	C7.404 90CC	Со-Виуег	1	LORTHA R	10SS
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# EXHIBIT B

### NAAC WARRANTY, INC.

### **Limited Motor Vehicle Service Agreement**

ECLARATIONS			Service Agreeme	ent Number:	NRA	<b>A257</b>		
NUMBE	R KM8J84A67PU035589	VEHICLE INFORMATION	Year Make 2023 Hyund	dai	Model Nexo Limite			
CUSTOME!	E Stacy	Ros			Nexo Limite	<b>9</b> 0		
CUSTOME! ADDRESS	3		Sylmar					
CUSTOMER PHONE		CUSTOMER	Symiai		CA	91342		
DEALER NAME	Tustin Hyundai							
DEALER ADDRESS	16 Auto Center Drive	DEALER	43101					
LIENHOLDER NAME	HYUNDAI MOTOR FINANCE		Tustin		Ca	92782		
LIENHOLDER ADDRESS			COLLEGE					
EFFECTIVE DATE	10/06/2023	EFFECTIVE MILES	COLLEGE 36	STATION	TX	77842		
derstand the pure	rchase of this service agreement is not ation prior to beginning any repairs coverage and the service agreement is not ation prior to beginning any repairs coverage and the service agreement is not at the service agreement	23 (		ain financing fo				
mer Signature	10/10/20	23	to purchase or obtoment.  All all signature  Power	ertrain 📮	10/1 Date			
mer Signature	10/10/20.	23 (	to purchase or obtoment.	ertrain 📮	Date  Silver Platinum	10/2023		
mer Signature	10/10/20.  □ Date  If New □ Pre-Owned  Wraparound/Certified	23 CON DEDU	to purchase or obtainent.  All Powers Gold  JCTIBLE \$0	ertrain	Date  Silver Platinum	\$200		
PLAN  OPTIONAL COVERAGE  TERM	10/10/20.  □ Date  New □ Pre-Owned □ Wraparound/Certified □ Rental Plus  120 100,	CON DEDU	to purchase or obternent.  Approximation purchase or obternent.  Power provided prov	ertrain	10/1 Date  I Silver Platinum  II \$100	\$200		

### NORTH AMERICAN ASSURANCE CORPORATION, DBA NAAC WARRANTY, INC.

ADMINISTRATOR: UNITED STATES WARRANTY CORP., CA VSCP License No. 0D12145 22 N.E. 22nd Avenue • Pompano Beach, FL 33062 • Phone 954-784-9400 • Toll Free 1-800-432-4566

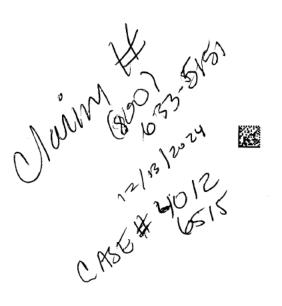
# **EXHIBIT C**



Hyundai Motor America P.O. Box 2704 Huntington Beach, CA 92647

NHTSA Recall Number: 24V-761 Hyundai Recall Number: 269





### IMPORTANT SAFETY RECALL

If you are a vehicle lessor, Federal law requires that any vehicle lessor receiving this recall notice must forward a copy of this notice to the lessee within ten days.

### Do you want to learn more about this Safety Recall?

To learn more about this safety recall, including the remedy repair status and additional information, please call Hyundai Motor America at 1-855-371-9460 or visit www.hyundaiusa.com/campaignhome.

#### No longer own this vehicle?

You received this notification because U.S. federal regulations require automotive manufacturers to notify last known owners of recalled vehicles based on current owner records. Our records are based primarily on state registration and title data, which indicate that you are the current owner.

If you no longer own this vehicle, and have an address for the current owner, please forward this letter to the new owner.

# IMPORTANT SAFETY RECALL

**Thermally-activated Pressure Relief Device** 

# This is an important Safety Recall.

- The recall remedy is available. The recall procedure will be performed on your vehicle at NO CHARGE to you.
- Failure to complete this recall repair could increase the risk of a vehicle fire while parked in confined areas.
- Due to fire risk, you are strongly advised to park your vehicle outside and away from structures until the recall remedy is completed.
- Please contact your nearest authorized Hyundai NEXO fuel cell vehicle dealer to schedule the repair as soon as possible to avoid any inconvenience. To locate and schedule and appointment, please call or visit: 1-855-371-9460 or www.hyundaiusa.com/campaignhome

This notice applies to your 2023 Hyundai Nexo vehicle, VIN: KM8J84A67PU035589



Dear Stacy Ross,

This notice is sent to you in accordance with the National Traffic and Motor Vehicle Safety Act. Hyundai has decided that a defect, which relates to motor vehicle safety, exists in certain 2019 – 2024 model year Nexo vehicles. Hyundai is initiating Safety Recall 269 to address a condition involving the Thermally-activated Pressure Relief Device ("TPRD"). Our records indicate that your vehicle, with the VIN listed

# What is the problem?

The subject vehicles are equipped with a Thermally-activated Pressure Relief Device ("TPRD") designed to vent gas through a glass bulbtype release mechanism that fractures when a specific operating temperature is reached. The affected TPRD could improperly fracture due to microcracks in the glass bulb-type mechanism, which could lead to hydrogen gas leaking during normal vehicle operation. Hydrogen gas leaking in the presence of an ignition source may increase the risk of a vehicle fire and injury to nearby personnel while parked.

# What will Hyundai do?

Your Hyundai dealer will replace the TPRD. This procedure will be performed at NO CHARGE to you.

# What should you do?

# Owners are advised to park their vehicles outside and away from structures until the recall remedy is completed.

Please contact your nearest authorized Hyundai NEXO fuel cell vehicle dealer to schedule the recall repair as soon as possible. The actual time required to perform the repair on your vehicle will take less than 4 hours, however, your vehicle may be needed longer. NOTE: To limit repair delays, it is advised to bring your vehicle in with less than 50% fuel in the hydrogen tank. To schedule an appointment with your preferred authorized Hyundai NEXO fuel cell vehicle dealer, please call 1-855-371-9460 or visit:

- 1. www.hyundaiusa.com/campaignhome
- 2. Enter your 17-digit VIN from the top of this letter and click the "Search" button.
- 3. Click "Schedule Appointment," enter your zip code in the Dealership Locator tool, click "Find a Dealer" button and follow the onscreen prompts to schedule your service appointment.

# Additional information

If you have any questions or require further assistance, you may contact the Hyundai Customer Care Center at 1-855-371-9460.

If you believe that the dealer or Hyundai has failed or is unable to remedy the defect without charge, or within a reasonable time, you may submit a complaint to the Administrator, National Highway Traffic Safety Administration, 1200 New Jersey Avenue S.E., Washington, D.C. 20590, or call the toll-free Vehicle Safety Hot Line at 1-888-327-4236 (TTY: 1-800-424-9153), or go to www.NHTSA.gov.

Your safety is our top priority. We urge you to take prompt action to address this safety recall for your vehicle by scheduling the necessary service as soon as possible. We sincerely apologize for any inconvenience this may cause and appreciate your attention to this important matter.

Hyundai Motor America

# **EXHIBIT D**

CUSTOMER #: 8067607

STACY ROSS

Document 25

Filed 05/23/25 Page 47 of 153 Page ID

16 AUTO CENTER DRIVE TUSTIN, CA 92782

PHONE: (714) 647-2000

) HYUNDAI

171492

WORKORDER

BAR #: ARD00261464

SMOG #: RC00261464

EPA #: CAL000374499

PAGE 1

PARTS AND SERVICE HOURS

MONDAY - FRIDAY 7:00AM - 5:00PM

SATURDAY 8:00 AM - 4:00PM SUNDAY CLOSED SERVICE ADVISOR: 193 MORENO, FRANK

COLOR	YEAR		MAKE/MOD	EL			\ \ \ \ \ \	/IN		LICENS	E	MILEAGE	IN/ OUT	TAG
DEEP SEA						KM8J84A67PU035589					6994/		T2135	
DEL DATE	PROD.	DATE	WARR. EXF	). F	PROMISE	D		PO NO.		RATE	PA	YMENT	INV. D	ATE
060CT23 IS 060CT23 DI	1			17:0	00 141	IAY24				0.00	CAS			
R.O. OPEN	NED		READY		OPTIONS	: SO	LD-S7	ΓK:H03	5589	ENG: 12	20kW	TRN:AU	TO	
	5/A		ILEAGE	CLSD DI	re E Te(	STORY		E DESC	RIPT	ION				
165857 2	269			05MAR24 E200	1 812	22	IMP	PERF		TIRE RO				
				HBODY HTPA HMPI	812 812 812	22 22	W IMP IMP	PER TIR	FORM E PR	6K SEI ESSURE MULTI	RVIC CHE	E - REP CK AND	SET TO ECTION	

PB&JAutomotive Inc., dba Tustin Hyundai ("Dealership", "we", "us" or "our") respects the privacy of the information our customers entrust to us. This Notice applies to both the online and offline collection of information. We do not and will not sell personal information. For more information regarding our privacy practices and consumer rights under the California Consumer Privacy Act, view our Privacy Policy at https://www.tustinhyundai.com/privacy-policy/

BY LAW, YOU MAY CHOOSE ANOTHER LICENSED SMOG CHECK FACILITY TO PERFORM ANY NEEDED REPAIRS OR ADJUSTMENTS WHICH THE SMOG CHECK TEST INDICATES ARE NECESSARY. TEARDOWN/REASSEMBLY: If you authorize teardown of the vehicle or commencement of repairs, but do not authorize completion of a repair or service, a charge may be imposed for teardown, reassembly or partially completed work and you agree to pay the same. It is necessary to disassemble the vehicle to provide an estimated price for repairs. The estimated It is necessary to disassemble the venicle to provide an estimate teardown and reassembly charge (including parts and labor) is \$

The maximum time for reassembly will be You understand that disassembly may prevent restoration of the vehicle to its former condition

SUBLET REPAIRS: Some repairs must be sublet due to the type of service required. The LI SUBLET REPAIRS: Some repairs must be sublet due to the type of service required. The location will be disclosed upon request.

PAYMENT TERMS: I agree to pay for all labor and materials in <a href="Cash">Cash</a> or approved credit card (unless the Dealership agrees to other payment arrangements in advance) simultaneously with delivery of the vehicle to me or 3 days after receiving notice that the vehicle is ready to be picked up. An express mechanics lien is hereby acknowledged on the vehicle to secure the cost of labor, materials, storage and/or towing charges. I understand that a storage charge equal to \$25.00 will be assessed and shall accrue daily if I fail to pick up the vehicle within 3 days from the date I am possified that the repairs have been completed or after the comprunctation of an estimate if I fail to notified that the repairs have been completed or after the communication of an estimate if I fail to

POWER-OF-ATTORNEY: I hereby appoint the Dealership as my attorney-in-fact and authorize it to sign my name upon any checks, drafts or other forms of payment issued in payment of this Repair Order, X

Repair Order. X

By Signing Below: I agree that: (1) I have read this Repair Order and I authorize the completion of the services/repairs listed above in accordance with the terms and conditions herein; (2) the Dealership is not responsible for loss or damage to the vehicle or articles left in the vehicle in case of fire, theft, hail, wind or any other cause beyond its control; (3) the Dealership may operate the vehicle on streets, highways or public roadways for the purpose of testing and/or inspecting the vehicle; (4) I authorize the retrieval of on-board data as needed to facilitate vehicle repairs and the sharing of that data with the vehicle manufacturer for diagnostic or research purposes; and (5) you may contact me by telephone, text, or other electronic means at any address or telephone number I provide you even if the contact results in a charge to me.

Date DealerCAP 2014 COK Global, LLC (01/19) WORKORDER TYPE 2 - SW2C - Limited Watterty - CALIFORNIA - 9694522-C PARTS: All parts are new unless otherwise indicated. Remanufactured and refurbished parts that meet manufacturer approved source part requirements may be installed at our discretion. Additional information is available upon request. You may inspect all parts removed from the vehicle upon request. If our Dealership does not have to return the parts to the manufacturer or distributor under a warranty arrangement and they are not exempt due to their size, weight or other factors, they will be

Some Parts Not Returnable ☐ Please Save Replaced Parts

ESTIMATE: PLEASE CHOOSE THE KIND OF ESTIMATE YOU WANT TO RECEIVE BY
INITIALING BESIDE ONE OF THE FOLLOWING CHOICES AND INDICATE THE BEST WAY TO
CONTACT YOU IF NECESSARY. WRITTEN ESTIMATE ORAL ESTIMATE ELECTRONIC EST. By Telephone at: By Fax to:\_ By E-Mail to:

DESIGNATION OF PERSON TO AUTHORIZE ADDITIONAL DIAGNOSIS, REPAIR, OR PARTS.

PRELIMINARY ESTIMATE \$.

not included in th	e original estimate f	or parts and labor:	ze any additional we	ork not specified or parts	ı	
Name of Designe	e:	Pho	one Number:		l	
Fax Number:		E-Mail Address:				
Customer:			Date:			
Original Estimate	Total Additional	Approved By:	Date & Time	Authorization	ł	

Customer:			Date:	
Original Estimate (Parts & Labor)	Total Additional Cost Authorized	Approved By:	Date & Time	Authorization Obtained By:
\$	\$			Telaphone Text Email/Fax (See Attached)
Revised Estimate	\$			☐ Telephone ☐ Text ☐ Email(Fax (See Atteched)
Description:				

acknowledge notice and oral approval of an increase in the original estimated price. (signature or initials)

Document 25

Filed 05/23/25

Page 48 of 153 Page ID

16 AUTO CENTER DRIVE **TUSTIN, CA 92782** 

PHONE: (714) 647-2000

171492

🐿 HYUNDAI BAR #: ARD00261464

SMOG #: RC00261464

EPA #: CAL000374499

STACY ROSS WORKORDER

PAGE 2

PARTS AND SERVICE HOURS

MONDAY - FRIDAY 7:00AM - 5:00PM

SATURDAY 8:00 AM - 4:00PM SUNDAY CLOSED

SERVICE ADVISOR: 193 MORENO, FRANK MILEAGE IN/ OUT LICENSE TAG COLOR YEAR MAKE/MODEL VIN 6994 KM8J84A67PU035589 T2135 DEEP SEA 2.3 HYUNDAI NEXO **PAYMENT** INV. DATE PROD. DATE WARR. EXP. PROMISED PO NO RATE

DEL DATE 060CT23 IS 17:00 14MAY24 0.00 CASH 060CT23 DD

SOLD-STK: H035589 R.O. OPENED READY OPTIONS: ENG:120kW TRN:AUTO

14MAY2024 08:25

CUSTOMER #: 8067607

TYPE DESCRIPTIONS/INSTRUCTIONS LINE OP CODE FRH TECH

CUSTOMER STATES WHEN VEHICLE GOES THRU CAR 0.00 W HLEAK WASH OR WATER GETS IN REAR HATCH AREA AND TRIM

> PIECE ON TOP OF INSIDE LIFT GATE GETS WET

CHECK AND ADVISE

В HLEAK 0.00

GETS CLEANED AND SEEMS VEHICLE LIKE EXCESSIVE WATER/DIRT GETS IN THRU THE

DOOR JAMS CHECK AND ADVISE

HELEC 0 .00

WHEN DRIVING THE FRONT PARKING CUSTOMER STATES SENSORS DO NOT STAY ON, CAN PRESS THE BUTTON IT ON BUT ONCE START DRIVING WILL TURN TURN

OFF CHECK AND ADVISE

PB&JAutomotive Inc., dba Tustin Hyundai ("Dealership", "we", "us" or "our") respects the privacy of the information our customers entrust to us. This Notice applies to both the online and offline collection of information. We do not and will not sell personal information. For more information regarding our privacy practices and consumer rights under the California Consumer Privacy Act, view our Privacy Policy at https://www.tustinhyundai.com/privacy-policy/

BY LAW, YOU MAY CHOOSE ANOTHER LICENSED SMOG CHECK FACILITY TO PERFORM ANY NEEDED REPAIRS OR ADJUSTMENTS WHICH THE SMOG CHECK TEST INDICATES ARE NECESSARY. TEARDOWN/REASSEMBLY: If you authorize teardown of the vehicle or commencement of repairs, but do not authorize completion of a repair or service, a charge may be imposed for teardown, reassembly or partially completed work and you agree to pay the same.

It is necessary to disassemble the vehicle to provide an estimated price for repairs. The estimated teardown and reassembly charge (including parts and labor) is \$\_\_\_\_\_.

The maximum time for reassembly will be \_\_\_\_\_. X You understand that disassembly may prevent restoration of the vehicle to its former condition.

SUBLET REPAIRS: Some repairs must be sublet due to the type of service required. The

LI SUBLET REPAIRS: Some repairs must be sublet due to the type of service required. The llocation will be disclosed upon request.

PAYMENT TERMS: I agree to pay for all labor and materials in <a href="Cash">Cash</a> or approved credit card (unless the Dealership agrees to other payment arrangements in <a href="advance">advance</a>) simultaneously with delivery of the vehicle to me or 3 days after receiving notice that the vehicle is ready to be picked up. An express mechanics lien is hereby acknowledged on the vehicle to secure the cost of labor, materials, storage and/or towing charges. I understand that a storage charge equal to \$25.00 will be assessed and shall accrue daily if I fail to pick up the vehicle within 3 days from the date I am estimate that the readily share hear completed or after the computeration of an estimate if I fail to

notified that the repairs have been completed or after the communication of an estimate if I fail to authorize repairs POWER-OF-ATTORNEY: I hereby appoint the Dealership as my attorney-in-fact and authorize it to sign my name upon any checks, drafts or other forms of payment issued in payment of this

Benair Order, X

Repair Order, X
By Signing Below: I agree that: (1) I have read this Repair Order and I authorize the completion of the services/repairs listed above in accordance with the terms and conditions herein; (2) the Deelership is not responsible for loss or damage to the vehicle or articles left in the vehicle in case of fire, theft, hail, wind or any other cause beyond its control; (3) the Dealership may operate the vehicle on streets, highways or public roadways for the purpose of testing and/or inspecting the vehicle; (4) I authorize the retrieval of on-board data as needed to facilitate vehicle repairs and the sharing of that data with the vehicle manufacturer for diagnostic or research purposes; and (5) you may contact me by telephone, text, or other electronic means at any address or telephone number I provide you even if the contact results in a charge to me.

Customer Date Dealer CAP 2014 CDK Global, LLC (01/19) V/ORKORDER TYPE 2 - SW2C - Limited Warranty - CALIFORNIA - 9694522-C PARTS: All parts are new unless otherwise indicated. Remanufactured and refurbished parts that meet manufacturer approved source part requirements may be installed at our discretion. Additional information is available upon request. You may inspect all parts removed from the vehicle upon request. If our Dealership does not have to return the parts to the manufacturer distributor under a warranty arrangement and they are not exempt due to their size, weight or other factors, they will be

returned to you upon request. ☐ Some Parts Not Returnable ☐ Please Save Replaced Parts

ESTIMATE: PLEASE CHOOSE THE KIND OF ESTIMATE YOU WANT TO RECEIVE BY INITIALING BESIDE ONE OF THE FOLLOWING CHOICES AND INDICATE THE BEST WAY TO CONTACT YOU IF NECESSARY.

WRITTEN ESTIMATE \_\_\_\_\_ ORAL ESTIMATE \_\_\_\_\_ ELECTRONIC EST.

By Telephone at: By Fax to:

By E-Mail to: PRELIMINARY ESTIMATE \$

DESIGNATION OF PERSON TO AUTHORIZE ADDITIONAL DIAGNOSIS, REPAIR, OR PARTS. I hereby designate the individual named below to authorize any additional work not specified or parts not included in the original estimate for parts and labor:

Name of Designee: Phone Number Fax Number: E-Mail Address:

Customer: Date: Original Estimate (Parts & Labor) Total Additional Cost Authorized Approved By Date & Time DEmail/Fax (See Attac

Revised Estimate

acknowledge notice and oral approval of an increase in the original estimated price.

Case 2:25-cv-01480-AH-BFM

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Filed 05/23/25 #:179

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16 AUTO CENTER DRIVE TUSTIN, CA 92782

165857

🕖 HYUNDAI

PHONE: (714) 647-2000

\*INVOICE\*

BAR #: ARD00261464 SMOG #: RC00261464 EPA #: CAL000374499

STACY ROSS

CUSTOMER #: 8767607

PARTS AND SERVICE HOURS PAGE 1 MONDAY - FRIDAY 7:00AM - 5:00PM SATURDAY 8:00 AM - 4:00PM SUNDAY CLOSED SERVICE ADVISOR: 269 DAVID KIM COLOR YEAR MAKE/MODEL VIN LICENSE MILEAGE IN / OUT TAG KM8J84A67PU035589 DEEP SEA 23 HYUNDAI NEXO 4762/4762 T4057 DEL. DATE PROD. DATE WARR, EXP. PROMISED PO NO. RATE PAYMENT INV. DATE 060CT23 IS 06OCT23 DD 09:42 06MAR24 CASH 0.00 05MAR24 R.O. OPENED OPTIONS: SOLD-STK: H035589 ENG: 120kW TRN: AUTO 10:33 05MAR24 12:14 05MAR24 LINE OPCODE TECH TYPE HOURS LIST TOTAL A PERFORM TIRE ROTATION AND BRAKE INSPECTION E200 PERFORM TIRE ROTATION AND BRAKE INSPECTION 8122 IMP (N/C) PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00 PERFORMED A TIRE ROTATION FOOT LBS FOOT LBS. PERFORMED A COMPLETE MULTI-POINT INSPECTION. \* HPP P.O. #7674382WEB. ACCT. #80024 \*\*\*\*\*\*\*\*\*\*\*\*\*\*\* B PERFORM 6K SERVICE - REPLACE CABIN FILTER CAUSE: . HBODY PERFORM 6K SERVICE - REPLACE CABIN FILTER W 8122 (N/C) 1 97133-M5000 10-10:15-15:20-20 FILTER ASSY-AIR (N/C) PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 0.00 \*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\* C TIRE PRESSURE CHECK AND SET TO MANUFACTURE SPECS HTPA TIRE PRESSURE CHECK AND SET TO MANUFACTURE SPECS 8122 IMP (N/C) PARTS: 0.00 LABOR: 0.00 OTHER: TOTAL LINE C: 0.00 0.00 \*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\* D PERFORM MULTI POINT INSPECTION HMPI PERFORM MULTI POINT INSPECTION 8122 (N/C)0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE D: 0.00

Original Estimate (Parts & Labor)	Total Additional Cost Authorized	Approved By:	Date & Time	Authorization Obtained By:	*HAZARDOUS WASTE DISPOSAL COSTS: We have added this	DESCRIPTION	TOTALS
\$	\$				charge to cover costs associated	LABOR AMOUNT	
				☐Email/Fax (See Attached)	with the handling, management	PARTS AMOUNT	
Revised Estimate	\$			☐ In Person Approvel ☐ Telephone ☐ Text	and disposal of toxic wastes or hazardous substances under	GAS, OIL, LUBE	
				☐Email/Fax (See Attached)	California and Federal Law.	SUBLET AMOUNT	
BE.	nei I F	n service was perfe ii RR psi LF	e nei		ALL PARTS ARE NEW	WASTE DISPOSAL COSTS *	
Customer	declined tire pres	sure check/inflatio	n service.	Initials	UNLESS OTHERWISE	TOTAL CHARGES	
By signing be	low, you acknow	vledge that you	were notified of	and authorized the	INDICATED.	LESS INSURANCE	
(or had the opp	portunity to inspec	t) any replaced pa	rts as requested b	y you.	Some Parts Not Returnable	SALES TAX	
DATE	cus	TOMER SIGNATUR	E	AUTHORIZED DEALE	RSHIP REPRESENTATIVE SIGNATURE	PLEASE PAY THIS AMOUNT	

Case 2:25-cv-01480-AH-BFM

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Filed 05/23/25 #:180

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16 AUTO CENTER DRIVE TUSTIN, CA 92782

165857

🕖 HYUNDAI

PHONE: (714) 647-2000

TOTAL

0.00

\*INVOICE\*

BAR #: ARD00261464 SMOG #: RC00261464

EPA #: CAL000374499

STACY ROSS

15455 GLENOAKS BLVD SPC 327

SYLMAR, CA 91342

CUSTOMER #: 8067607

HOME:818-970-0750 CONT:818-970-0750

BUS: 818-781-9706 CELL:818-970-0750

PAGE 2

PARTS AND SERVICE HOURS MONDAY - FRIDAY 7:00AM - 5:00PM

SATURDAY 8:00 AM - 4:00PM SUNDAY CLOSED

NET

SERVICE ADVISOR: 269 DAVID KIM

DOD. 010 /	<u> </u>	, , , ,	٠ تاتاتا ،	OTO	<i>210</i> 0	_/	, OLI	VICE ADVIOUN.	ZOJ DRI	TD 1(TI)		
COLOR	YEAR		MAKE/N	MODEL				VIN	LICENSE	MILEAGE	IN / OUT	TAG
DEEP SEA	23	HYU	NDAI	NEX	D D		KM8J8	84A67PU035589	,	4762	4762	T4057
DEL. DATE	PROD.	DATE	WARR.	EXP.	P	ROMI	SED	PO NO.	RATE	PAYMENT	INV.	DATE
060CT23 IS												
060CT23 DE				·	09:4	2 0	6MAR24		0.00	CASH	05MAR	.24
B O OPEN	IFD		RFΔΓ	٦V	OF	MOLTS	S SOI	D-CTK.H03559	9 FMC . 13	יטאע האויז אין		

10:33 05MAR24 12:14 05MAR24 LINE OPCODE TECH TYPE HOURS

LIST \*

ESTIMATE: 0.00

05MAR24 10:33 SA: 269

CONTACT: \*

NAAC COMPANY NAME COMPANY PHONE

POLICY NUMBER TBD POLICY TERM 120 06 OCT 2023 EFFECTIVE DATE 100.00 DEDUCTIBLE MILEAGE LIMIT 36

BEGIN MILES END MILES 100000

COMPONENTS

PARTS AND LABOR ARE COVERED FOR 12 MONTHS OR 12,000 MILES.

> PLEASE PAY THIS AMOUNT

Original Estimate	Total Additional	Approved By:	Date & Time	Authorization	*HAZARDOUS WASTE DISPOSAL	DESCRIPTION	TOTALS
(Parts & Labor)	Cost Authorized			Obtained By:	COSTS: We have added this charge to cover costs associated		0.00
\$	\$			☐Text ☐Email/Fax (See Attached)	with the handling, management		0.00
Revised Estimate	s			☐ In Person Approval ☐ Telephone ☐ Text	and disposal of toxic wastes or	GAS, OIL, LUBE	0.00
\$		<u></u>	<del></del>	Email/Fax (See Attached)	hazardous substances under California and Federal Law.	SUBLET AMOUNT	0.00
1	ure check/inflation					WASTE DISPOSAL COSTS *	0.00
Customer	_psi LPps declined tire press	i RRpsi LF sure check/inflation	npsi n service.	Initials	ALL PARTS ARE NEW UNLESS OTHERWISE	TOTAL CHARGES	0.00
By signing be	low, you acknow	vledge that you	were notified o	f and authorized the	INDICATED	LESS INSURANCE	0.00
	perform the service portunity to inspec			and that you received by you.	Some Parts Not Returnable	SALES TAX	0.00
0.475	0110	TOMES SIGNIATUS	_	AUTHODIZED DEALE	DOLUB DEDDECENTATIVE OLONATURE		

AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE

NOTICE TO CONSUMER: PLEASE READ IMPORTANT INFORMATION ON BACK.

CUSTOMER SIGNATURE

# EXHIBIT E

Case 2:25-cv-01480-AH-BFM

=M D

Document 25 #:182

Filed 05/23/25

Page 52 of 153 Page ID
16 AUTO CENTER DRIVE

TUSTIN, CA 92782

165857

**В** НУППОНІ

PHONE: (714) 647-2000

\*INVOICE\*

BAR #: ARD00261464

SMOG #: RC00261464

EPA #: CAL000374499

STACY ROSS

CUSTOMER #: 8767607

PARTS AND SERVICE HOURS PAGE 1 MONDAY - FRIDAY 7:00AM - 5:00PM SATURDAY 8:00 AM - 4:00PM SUNDAY CLOSED SERVICE ADVISOR: 269 DAVID KIM COLOR YEAR MAKE/MODEL VIN LICENSE MILEAGE IN / OUT TAG KM8J84A67PU035589 DEEP SEA 23 HYUNDAI NEXO 4762/4762 T4057 DEL. DATE PROD. DATE WARR, EXP. PROMISED PO NO. RATE PAYMENT INV. DATE 060CT23 IS 06OCT23 DD 09:42 06MAR24 CASH 0.00 05MAR24 R.O. OPENED OPTIONS: SOLD-STK: H035589 ENG: 120kW TRN: AUTO 10:33 05MAR24 12:14 05MAR24 LINE OPCODE TECH TYPE HOURS LIST TOTAL A PERFORM TIRE ROTATION AND BRAKE INSPECTION E200 PERFORM TIRE ROTATION AND BRAKE INSPECTION 8122 IMP (N/C) 0.00 LABOR: PARTS: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00 PERFORMED A TIRE ROTATION FOOT LBS FOOT LBS. PERFORMED A COMPLETE MULTI-POINT INSPECTION. \* HPP P.O. #7674382WEB. ACCT. #80024 \*\*\*\*\*\*\*\*\*\*\*\*\*\*\* B PERFORM 6K SERVICE - REPLACE CABIN FILTER CAUSE: . HBODY PERFORM 6K SERVICE - REPLACE CABIN FILTER W 8122 (N/C) 1 97133-M5000 10-10:15-15:20-20 FILTER ASSY-AIR (N/C) PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 0.00 \*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\* C TIRE PRESSURE CHECK AND SET TO MANUFACTURE SPECS HTPA TIRE PRESSURE CHECK AND SET TO MANUFACTURE SPECS 8122 IMP (N/C) PARTS: 0.00 LABOR: 0.00 OTHER: TOTAL LINE C: 0.00 0.00 \*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\* D PERFORM MULTI POINT INSPECTION HMPI PERFORM MULTI POINT INSPECTION 8122 (N/C)0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE D: 0.00

Original Estimate (Parts & Labor)	Total Additional Cost Authorized	Approved By:	Date & Time	Authorization Obtained By:	*HAZARDOUS WASTE DISPOSAL COSTS: We have added this		TOTALS
				☐ In Person Approval ☐ Telephone	COSTS: We have added this charge to cover costs associated		
7	•			Text DEmail/Fex (See Attached)	with the handling, management		
Revised Estimate	\$			☐ In Person Approvel ☐ Telephone ☐ Text	and disposal of toxic wastes or hazardous substances under	I dad, oil, lobe	
				☐Email/Fax (See Attached)	hazardous substances under California and Federal Law.	SUBLET AMOUNT	
l RF	nei I F	n service was perfe i RR psi LF	e nei		ALL BARTO ARE MEM	WASTE DISPOSAL COSTS *	
Customer	declined tire pres	sure check/inflatio	n service.	Initials	ALL PARTS ARE NEW UNLESS OTHERWISE	TOTAL CHARGES	
By signing be	low, you acknov	vledge that you	were notified of	and authorized the	INDICATED	LESS INSURANCE	
		t) any replaced pa			Some Parts Not Returnable	SALES TAX	
DATE	cus	TOMER SIGNATUR	IE	AUTHORIZED DEALE	RSHIP REPRESENTATIVE SIGNATURE	PLEASE PAY	

Case 2:25-cv-01480-AH-BFM

Document 25

#:183

Page 53 of 153 Page ID Filed 05/23/25 🕖 HYUNDAI

16 AUTO CENTER DRIVE **TUSTIN, CA 92782** PHONE: (714) 647-2000

165857

\*INVOICE\*

BAR #: ARD00261464

SMOG #: RC00261464

TOTAL

EPA #: CAL000374499

STACY ROSS

15455 GLENOAKS BLVD SPC 327

SYLMAR, CA 91342

CUSTOMER #: 8067607

HOME: 818-970-0750 CONT: 818-970-0750

BUS: 818-781-9706 CELL:818-970-0750

PAGE 2

PARTS AND SERVICE HOURS

MONDAY - FRIDAY 7:00AM - 5:00PM

SATURDAY 8:00 AM - 4:00PM SUNDAY CLOSED

NET

SERVICE ADVISOR: 269 DAVID KIM

COLOR YEAR MAKE/MODEL LICENSE MILEAGE IN / OUT VIN TAG KM8J84A67PU035589 4762/4762 DEEP SEA 23 HYUNDAI NEXO T4057 PROD. DATE WARR, EXP. RATE DEL. DATE **PROMISED** PO NO. PAYMENT INV. DATE 060CT23 IS 060CT23 DE 09:42 06MAR24 0.00 CASH 05MAR24 R.O. OPENED READY OPTIONS: SOLD-STK: H035589 ENG: 120kW TRN: AUTO

10:33 05MAR24 12:14 05MAR24 LINE OPCODE TECH TYPE HOURS

LIST \*

ESTIMATE: 0.00 05MAR24

CONTACT:

10:33 SA: 269

\*

COMPANY NAME COMPANY PHONE

POLICY NUMBER POLICY TERM

TBD 120

06 OCT 2023 EFFECTIVE DATE 100.00 DEDUCTIBLE

MILEAGE LIMIT

BEGIN MILES

36

NAAC

100000 END MILES

COMPONENTS

PARTS AND LABOR ARE COVERED FOR 12 MONTHS

OR 12,000 MILES.

Original Estimate (Parts & Labor)	Total Additional Cost Authorized	Approved By:	Date & Time	Authorization Obtained By:
\$	\$			☐ In Person Approvel ☐ Telephone ☐ Text ☐ Email/Fax (See Attached)
Revised Estimate \$	\$			☐ In Person Approval ☐ Telephone ☐ Text ☐ Email/Fax (See Attached)

☐ Tire pressure check/inflation service was performed. \_\_\_\_psi LF\_\_ \_psi RR\_\_\_\_psi LR\_

Customer declined tire pressure check/inflation service. Initials By signing below, you acknowledge that you were notified of and authorized the Dealership to perform the services/repairs itemized in this Invoice and that you received (or had the opportunity to inspect) any replaced parts as requested by you. DATE CUSTOMER SIGNATURE AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE

\*HAZARDOUS WASTE DISPOSAL **COSTS:** We have added this charge to cover costs associated with the handling, management and disposal of toxic wastes or hazardous substances under California and Federal Law.

ALL PARTS ARE NEW **UNLESS OTHERWISE** INDICATED. Some Parts Not Returnable

LABOR AMOUNT 0.00 PARTS AMOUNT 0.00 GAS, OIL, LUBE 0.00 SUBLET AMOUNT 0.00 WASTE DISPOSAL COSTS \* 0.00 TOTAL CHARGES 0.00 LESS INSURANCE 0.00 SALES TAX 0.00

TOTALS

DESCRIPTION

PLEASE PAY THIS AMOUNT 0.00

NOTICE TO CONSUMER: PLEASE READ IMPORTANT INFORMATION ON BACK.





Frank Marino >

Text Message Wed, May 15 at 11:26 AM



Stacy, the technician, has inspected the vehicle and reached out to Hyundai engineers. We have shared videos with them, and everything is within factory parameters, which is normal. Water may enter the vehicle as long as it does not surpass the molding. We wet the car with a hose and it is functioning normally as it should on this model. Additionally, I initially suspected an issue with the parking sensor not remaining on; however, engineers have informed us that this is also normal for this vehicle. I test drove two other Nexos and confirmed that the sensor will deactivate once the speed reaches about 10mph, as stated in the owner's manual. Therefore, the vehicle is

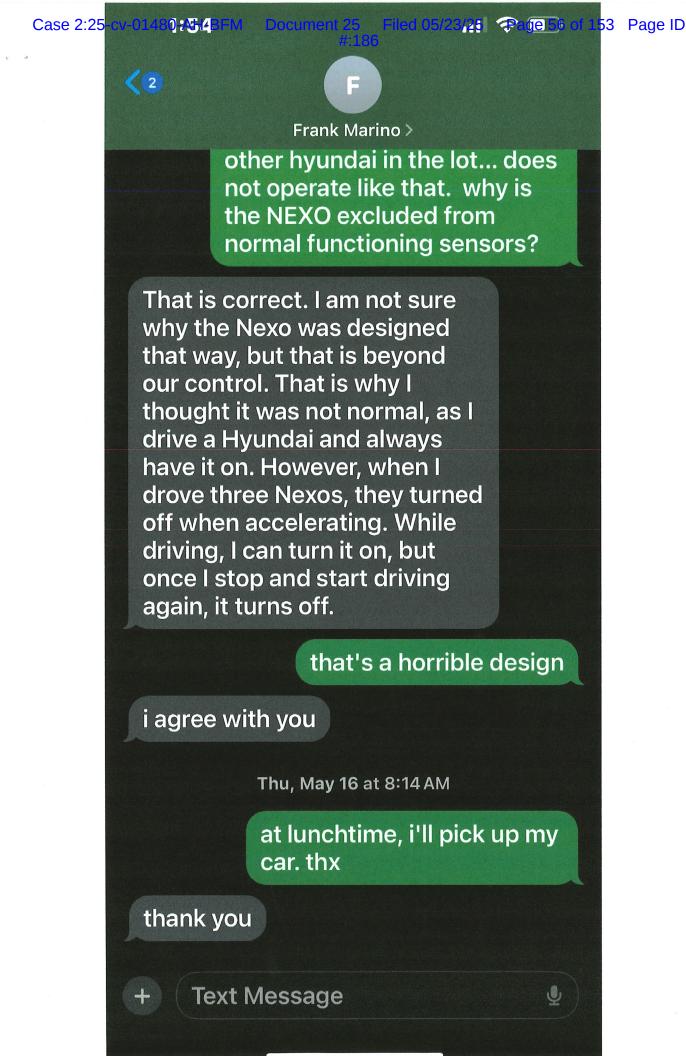


Therefore, the vehicle is operating as designed by the manufacturer, and no changes can be made. The vehicle is now ready for pick up.

Wed, May 15 at 3:38 PM

Stacy let me know if you got my text thank you

so when you drop below 10 miles an hour, the sensors don't come on. when your parked and drive forward below 10 mph, the sensors should be on, but there are not. that's normal? every other hyundai in the lot... does not operate like that. why is



# **EXHIBIT F**

CUSTOMER #: 8067607

STACY ROSS

Document 25

Filed 05/23/25

Page 58 of 153 3 Page ID **TUSTIN, CA 92782** 

PHONE: (714) 647-2000

188347

WORKORDER

**B** HYUNDAI BAR #: ARD00261464

SMOG #: RC00261464

EPA #: CAL000374499

PAGE 1

PARTS AND SERVICE HOURS

MONDAY - FRIDAY 7:30AM - 5:00PM SATURDAY & SUNDAY - CLOSED

SERVICE ADVISOR: 193 MORENO, FRANK COLOR MAKE/MODEL YEAR VIN LICENSE MILEAGE IN/ OUT TAG DEEP SEA HYUNDAI NEXO KM8J84A67PU035589 23 14024 Γ4476 PROD. DATE WARR. EXP. PROMISED PO NO. DEL DATE RATE PAYMENT INV. DATE 060CT23 IS 060CT23 DD 10:12 16DEC24 CASH R.O. OPENED READY OPTIONS: SOLD-STK:H035589 ENG:120kW TRN:AUTO 14DEC2024 08:40 VEHICLE SERVICE HISTORY CLSD DTE MILEAGE OP CODE TECH... TYPE DESCRIPTION 193 6994 17MAY24 171492 HLEAK 8173 W CUSTOMER STATES WHEN VEHICLE GOES HLEAK 8173 W CUSTOMER STATES VEHICLE GETS CLEANED W HELEC 8173 CUSTOMER STATES WHEN DRIVING THE FRON 8173 W HRAC RENTAL CAR - CUSTOMER IS RESPONSIBLE 9999 W ENTERP/INV#4CD4DR/PO#54423 269 4762 05MAR24 E200 8122 TMP PERFORM TIRE ROTATION AND BRAKE INSPEC HBODY 8122 W PERFORM 6K SERVICE - REPLACE CABIN FI HTPA 8122 IMP TIRE PRESSURE CHECK AND SET TO MANUFA HMPI 8122 IMP PERFORM MULTI POINT INSPECTION

PB& JAutomotive Inc., dba Tustin Hyundai ("Dealership", "we", "us" or "our") respects the privacy of the information our customers entrust to us. This Notice applies to both the online and offline collection of information. We do not and will not sell personal information. For more information regarding our privacy practices and consumer rights under the California Consumer Privacy Act, view our Privacy Policy at https://www.tustinhyundai.com/privacy-policy/

BY LAW, YOU MAY CHOOSE ANOTHER LICENSED SMOG CHECK FACILITY TO PERFORM ANY NEEDED REPAIRS OR ADJUSTMENTS WHICH THE SMOG CHECK TEST INDICATES ARE NECESSARY.
TEARDOWN/REASSEMBLY: If you authorize teardown of the vehicle or commencement of repairs, but do not authorize completion of a repair or service, a charge may be imposed for teardown, reassembly or partially completed work and you agree to pay the same. It is necessary to disassemble the vehicle to provide an estimated price for repairs. The estimated

teardown and reassembly charge (including parts and labor) is \$
The maximum time for reassembly will be

You understand that disassembly may prevent restoration of the vehicle to its former condition.

SUBLET REPAIRS: Some repairs must be sublet due to the type of service required. The

LI SUBLET REPAIRS: Some repairs must be sublet due to the type of service required. The location will be disclosed upon request.

PAYMENT TERMS: I agree to pay for all labor and materials in <a href="Cash">Cash</a> or approved credit card (unless the Dealership agrees to other payment arrangements in advance) simultaneously with delivery of the vehicle to me or 3 days after receiving notice that the vehicle is ready to be picked up. An express mechanics lien is hereby acknowledged on the vehicle to secure the cost of labor, materials, storage and/or towing charges. I understand that a storage charge equal to \$25.00 will be assessed and shall accrue daily if I fail to pick up the vehicle within 3 days from the date I am satisfied that the reaging have been completed or after the computation of an extinate if I fail. notified that the repairs have been completed or after the communication of an estimate if I fail to

POWER-OF-ATTORNEY: I hereby appoint the Dealership as my attorney-in-fact and authorize it to sign my name upon any checks, drafts or other forms of payment issued in payment of this

sign my name upon any checks, drafts or other forms of payment resided in payment. Repair Order, X
By Signing Below: I agree that: (1) I have read this Repair Order and I authorize the completion of the services/repairs listed above in accordance with the terms and conditions herein; (2) the Dealership is not responsible for loss or damage to the vehicle or articles left in the vehicle in case of fire, theft, hail, wind or any other cause beyond its control; (3) the Dealership may operate the vehicle on streets, highways or public roadways for the purpose of testing and/or inspecting the vehicle; (4) I authorize the retrieval of on-board data as needed to facilitate vehicle repairs and the sharing of that data with the vehicle manufacturer for diagnostic or research purposes; and (5) you may contact me by telephone, text, or other electronic means at any address or telephone number I provide you even if the contact results in a charge to me.

Customer Date DealerCAP 2014 CDK Global, LLC (01/19) WORKORDER TYPE 2 - SW2C - Limited Warranty - CALIFORNIA 9694522-0

PARTS: All parts are new unless otherwise indicated. Remanufactured and refurbished parts that meet manufacturer approved source part requirements may be installed at our discretion. Additional information is available upon request. You may inspect all parts removed from the vehicle upon request. If our Dealership does not have to return the parts to the manufacturer or distributor under a warranty arrangement and they are not exempt due to their size, weight or other factors, they will be returned to you upon request.

☐ Some Parts Not Returnable ☐ Please Save Replaced Parts ESTIMATE: PLEASE CHOOSE THE KIND OF ESTIMATE YOU WANT TO RECEIVE BY INITIALING BESIDE ONE OF THE FOLLOWING CHOICES AND INDICATE THE BEST WAY TO CONTACT YOU IF NECESSARY.

WRITTEN	ESTIMATE	ORAL E	STIMATE	ELECTRONIC EST.
By Telephone at:			By Fax to:	
By E-Mail to:				
	PRELIMINARY	ESTIMATE	\$	

DESIGNATION OF PERSON TO AUTHORIZE ADDITIONAL DIAGNOSIS, REPAIR, OR PARTS. I hereby designate the individual named below to authorize any additional work not specified or parts not included in the original estimate for parts and labor: Name of Designee:\_ Phone Number: Fax Number: E-Mail Address:

Customer: Date: Approved By: Date & Time Authorization Obtained By: ☐ Telephone \_\_\_ ☐ Text ☐ Email/Fax (Sec

Revised Estimat Description acknowledge notice and oral approval of an increase in the original estimated price Document 25

Filed 05/23/25

3 Page ID
16 AUTO CENTER DRIVE **TUSTIN, CA 92782** 

188347

WORKORDER

🚱 HYUNDAI

PHONE: (714) 647-2000

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CUSTOMER #: 8067607

BAR #: ARD00261464 SMOG #: RC00261464

EPA #: CAL000374499

PAGE 2

PARTS AND SERVICE HOURS

				MONDAY - FRIDAY 7:30AM - 5:00PM SATURDAY & SUNDAY - CLOSED SERVICE ADVISOR: 193 MORENO, FRANK						
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Preliminary Estimate: \$0.00

0.00

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PB&JAutomotive Inc., dba Tustin Hyundai ("Dealership", "we", "us" or "our") respects the privacy of the information our customers entrust to us. This Notice applies to both the online and offline collection of information. We do not and will not sell personal information. For more information regarding our privacy practices and consumer rights under the California Consumer Privacy Act, view our Privacy Policy

CUSTOMER DROP-OFF

at https://www.tustinhyundai.com/privacy-policy/ BY LAW, YOU MAY CHOOSE ANOTHER LICENSED SMOG CHECK FACILITY TO PERFORM ANY NEEDED REPAIRS OR ADJUSTMENTS WHICH THE SMOG CHECK TEST INDICATES ARE NECESSARY.

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It is necessary to disassemble the vehicle to provide an estimated price for repairs. The estimated teardown and reassembly observed including parts and thestyle.

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You understand that disassembly may prevent restoration of the vehicle to its former condition

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Phone Number:

POWER-OF-ATTORNEY: I hereby appoint the Dealership as my attorney-in-fact and authorize it to sign my name upon any checks, drafts or other forms of payment issued in payment of this Repair Order. X

Repair Order. X

By Signing Below: I agree that: (1) I have read this Repair Order and I authorize the completion of the services/repairs listed above in accordance with the terms and conditions herein; (2) the Dealership is not responsible for loss or damage to the vehicle or articles left in the vehicle in case of fire, theft, hail, wind or any other cause beyond its control; (3) the Dealership may operate the vehicle on streets, highways or public roadways for the purpose of testing and/or inspecting the vehicle; (4) I authorize the retrieval of on-board data as needed to facilitate vehicle repairs and the sharing of that data with the vehicle manufacturer for diagnostic or research purposes; and (5) you may contact me by telephone, text, or other electronic means at any address or telephone number I provide you even if the contact results in a charge to me.

			_	
Customer			Date	
DealerCAP	2014 CDK Global, LLC	(01/19) WORKORDER TYPE 2 - SW2C	Limited Warranty - CALIFORNIA - 9694522-C	_

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WRITTEN ESTIMATE	ORAL ESTIMATE ELECTR	ONIC EST
By Telephone at:	By Fax to:	
By E-Mail to:		
PRELIMINARY ES	TIMATE \$	
DESIGNATION OF PERSON TO AUTHORI	ZE ADDITIONAL DIAGNOSIS DEDAID OF	DARTE

Name of Designee:

ax Number:		E-Mail Address:		
ustomer:				
Original Estimate (Parts & Labor)	Total Additional Cost Authorized	Approved By:	Date & Time	Authorization Obtained By:
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Revised Estimate \$	\$	Telephone Text Email/Fex (See Attached)
Description:		

🚱 HYUNDAI

16 AUTO CENTER DRIVE TUSTIN, CA 92782

PHONE: (714) 647-2000

CUSTOMER #: 8067607

188347

BAR #: ARD00261464 WORKORDER

SMOG #: RC00261464

EPA #: CAL000374499

PAGE 3

PARTS AND SERVICE HOURS

MONDAY - FRIDAY 7:30AM - 5:00PM

SATURDAY & SUNDAY - CLOSED SERVICE ADVISOR: 193 MORENO, FRANK COLOR YEAR MAKE/MODEL LICENSE MILEAGE IN/ OUT TAG DEEP SEA 23 HYUNDAI NEXO KM8J84A67PU035589 14024 T4476 DEL DATE PROD. DATE WARR, EXP. PROMISED PO NO RATE PAYMENT INV. DATE 060CT23 060CT23 DD 10:12 16DEC24 CASH R.O. OPENED READY OPTIONS: SOLD-STK: H035589 ENG:120kW TRN:AUTO

14DEC2024 08:40

STACY ROSS

OP LINE CODE TECH FRH TYPE DESCRIPTIONS/INSTRUCTIONS

> PARTS AND LABOR ARE COVERED FOR 12 MONTHS OR 12,000 MILES.

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POWER-OF-ATTORNEY: I hereby appoint the Dealership as my attorney-in-fact and authorize it to sign my name upon any checks, drafts or other forms of payment issued in payment of this Repair Order, X

Repair Order. X

By Signing Below: I agree that: (1) I have read this Repair Order and I authorize the completion of the services/repairs listed above in accordance with the terms and conditions herein; (2) the Dealership is not responsible for loss or damage to the vehicle or articles left in the vehicle in case of fire, theft, hail, wind or any other cause beyond its control; (3) the Dealership may operate the vehicle on streets, highways or public roadways for the purpose of testing and/or inspecting the vehicle; (4) I authorize the retrieval of on-board data as needed to facilitate vehicle repairs and the sharing of that data with the vehicle manufacturer for diagnostic or research purposes; and (5) you may contact me by telephone, text, or other electronic means at any address or telephone number I provide you even if the contact results in a charge to me.

Customer				Date
DealerCAP	2014 CDK Global, LLC	(01/19) WORKORDER TYPE 2	- SW2C - Limited Warranty - CALIF	FORNIA - 9694522-C

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☐ Some Parts Not Returnable ☐ Please Save Replaced Parts

ESTIMATE: PLEASE CHOOSE THE KIND OF ESTIMATE YOU WANT TO RECEIVE BY
INITIALING BESIDE ONE OF THE FOLLOWING CHOICES AND INDICATE THE BEST WAY TO
CONTACT YOU IF NECESSARY.

TOO II NECESSANT.		
WRITTEN ESTIMATE	ORAL ESTIMATE	ELECTRONIC EST.
By Telephone at:	By Fax to:	
By E-Mail to:		

PRELIMINARY ESTIMATE \$\_

DESIGNATION OF PERSON TO AUTHORIZE ADDITIONAL DIAGNOSIS, REPAIR, OR PARTS. hereby designate the individual named below to authorize any additional work not specified or parts not included in the original estimate for parts and labor; Name of Designee: Phone Number

Fax Number: E-Mail Address: Customer

Original Estimate (Parts & Labor)	Total Additional Cost Authorized	Approved By:	Date & Time	Authorization Obtained By:
\$	\$			☐ Telephone ☐ Text ☐ Email/Fex (See Attached)
Revised Estimate	\$			☐ Telephone ☐ Text ☐ Email/Fax (See Attached)
Description:				

acknowledge notice and oral approval of an increase in the original estimated price.

# **EXHIBIT G**

#### **INGBER LAW GROUP**

3580 Wilshire Blvd., Suite 1260 Los Angeles, California 90010 T: (213) 805-8373 E: Ji@jasoningber.com

February 21, 2025

### VIA CERTIFIED MAIL - RETURN RECEIPT REQUESTED

Hyundai Motor America Brittany Titlow 2710 Gateway Oaks Drive Suite 150n Sacramento, CA 95833

FirstElement Fuel Inc. Shane Stephens 5281 California Ave Ste 260 Irvine, CA 92617

Re: NOTICE OF VIOLATIONS OF CALIFORNIA CONSUMERS LEGAL REMEDIES ACT

AND DEMAND FOR CORRECTION
California Civil Code Section 1750 et seq.

### Dear Sir/Madam:

This office represents Ms. Stacy Ross regarding the 2023 Hyundai Nexo Fuel Cell Limited Edition vehicle (VIN KM8J84A67PU035589) ("Vehicle") she purchased from PB and J Automotive, Inc. in Tustin, California, on October 6, 2023. This letter constitutes formal notice pursuant to California Civil Code § 1782(a) of your violations of the Consumers Legal Remedies Act ("CLRA") and demands correction, repair, replacement, or other rectification of the Vehicle within 30 days of receipt of this letter.

The Vehicle exhibits numerous substantial defects that significantly impair its use, value, and safety. The parking sensor system poses serious safety risks by deactivating without warning. The Vehicle suffers from serious water intrusion issues at the tailgate and door sills. On October 8, 2024, Ms. Ross experienced a dangerous fuel pump nozzle malfunction that caused hydrogen to continue dispensing beyond the tank's capacity. Multiple unresolved safety recalls remain outstanding, including critical issues involving hydrogen leakage risks.

The Vehicle's operational defects render it unsuitable for its intended purpose. The GPS navigation system routinely directs users to non-existent or closed stations. The Bluelink system does not function properly. The infotainment system exhibits persistent defects that impair basic

vehicle operations. Most critically, the Vehicle has never achieved its advertised fuel tank capacity, typically reaching only 60-80% of the specified amount.

The service limitations have created substantial hardship for Ms. Ross. Only three dealerships in California are capable of servicing the Vehicle, requiring her to travel over 60 miles for basic maintenance. She has experienced multiple failed service appointments when Hyundai scheduled her at dealerships lacking certified technicians. Extended repair periods, including one lasting over five weeks, have failed to resolve any of the Vehicle's defects.

The promised hydrogen fueling infrastructure has proven wholly inadequate. Contrary to your representations about expansion, stations continue to close. Refueling regularly requires hour-long delays due to equipment limitations you failed to disclose. Stations are non-operational more often than operational, a fact known to you but concealed from consumers.

As a direct result of these violations, Ms. Ross has suffered significant financial damages. She continues to make monthly payments on an unusable vehicle and paid \$852 in registration fees based on your promise of reimbursement. She has incurred substantial costs for increased insurance, rental cars during extended repairs, excess fuel due to GPS navigation issues, and transportation to distant dealerships. The non-financial impact has been equally severe, including loss of vehicle use, emotional distress from being stranded at fuel stations, wasted time searching for replacement vehicles based on your false buyback promises, diminished quality of life from transportation uncertainty, and strain on personal relationships due to the Vehicle's unreliability.

Your conduct violates the following provisions of Civil Code § 1770:

- 1. § 1770(a)(5) Representing that goods have characteristics, uses, and benefits which they do not have. You falsely advertised a 6.3 kilogram fuel tank capacity when the Vehicle consistently achieves only 60-80% of this capacity. You misrepresented refueling times as taking five minutes while concealing the mandatory 30-minute recompression period required by SAE J2601. You promised an expanding network of hydrogen fuel stations while knowing stations were closing. You marketed the Vehicle as eco-friendly while concealing that hydrogen fuel production causes greater environmental harm than other fuel sources. You falsely promised CVRP incentive eligibility for a \$7,500 rebate that was never available.
- 2. § 1770(a)(7) Representing that goods are of a particular standard, quality, or grade when they are of another. You marketed the Vehicle as suitable for daily transportation while concealing critical limitations regarding service and fueling infrastructure. You misrepresented service availability while knowing only three dealerships statewide can

- service the Vehicle. You concealed your extensive collection and sale of users' personal data, including location tracking, driving habits, and audio/video recordings.
- 3. § 1770(a)(9) Advertising goods with intent not to sell them as advertised. You promoted non-existent fueling infrastructure, advertised unavailable service capabilities, and marketed false fuel capacity specifications.
- 4. § 1770(a)(14) Representing that a transaction involves rights and remedies it does not. You made and reneged on multiple buyback offers in September and December 2024, promised reimbursement for registration fees that was never provided, and offered unavailable warranty coverage and service options.
- 5. § 1770(a)(16) Representing that the subject of a transaction has been supplied in accordance with previous representations when it has not. You failed to deliver the promised fuel capacity and range, did not provide advertised service accessibility, and failed to maintain promised fueling infrastructure.
- 6. § 1770(a)(19) Inserting an unconscionable provision in the contract. You marketed and sold the Vehicle despite knowing its severe operational limitations and infrastructure inadequacies would render it impractical for consumer use. You inserted unconscionable provisions by selling a vehicle you knew could not be practically operated or maintained, effectively trapping consumers with an unusable asset while continuing monthly payments.

### **DEMAND FOR CORRECTION**

Pursuant to Civil Code § 1782(a), we hereby demand that within 30 days you:

- 1. Repurchase the Vehicle for the full purchase price of \$71,493.98, including all registration fees, licensing fees, taxes, finance charges, interest, insurance premiums, and all fuel, maintenance, and repair costs;
- 2. Compensate Ms. Ross for all incidental and consequential damages, including rental car expenses, transportation costs, loss of use damages, emotional distress, and time and resources spent pursuing replacement vehicles;
- 3. Reimburse all documented expenses related to failed service appointments, fuel station issues, safety recall impacts, registration fees, and insurance costs.
- 4. Compensate for attorney's fees and costs.

Total Demand: 163,000.000

If you fail to take corrective action within 30 days of receiving this notice, we will amend our complaint to seek all available remedies under Civil Code § 1780 and proceed with litigation seeking maximum damages, including: actual damages; statutory damages; treble damages under the CLRA; punitive damages up to three times actual damages under Civil Code § 3294; attorneys' fees and costs pursuant to Civil Code § 1780(e); prejudgment interest at the legal rate; and costs of suit.

This letter is not intended as a waiver or limitation of any rights, claims, or remedies.

Sincerely,

**INGBER LAW GROUP** 

Date: February 21, 2025

# EXHIBIT H

Stacy Ross

Stacy Ross

From: Sent:

Monday, August 26, 2024 6:02 PM

To:

NationalCA@hmausa.com

Subject:

RE: Hyundai Consumer Affairs Case#: 23630256

Attachments:

scan0002.pdf; scan0004.pdf

Follow Up Flag:

Follow up

Flag Status:

Flagged

Kourtnee,

Attached are copies of all the documents you requested. However, I did also want to send a note that has my comments on the attached paperwork, as well as comments/notes referencing some of the communication that I've had with Hyundai at the Corporate level as well as with three different dealerships. I will work on that letter and send that under a separate cover. And along with that note, I will try to upload a video that shows my vehicle demonstrating the exact concern that I am dissatisfied with and contacted Hyundai about. There are multiple conversations with dealerships that have no documentation, and several conversations that led to all the unresolved cases with Hyundai. I'd like to at least show that I have been pursuing this concern/vehicle defect since shortly after I purchased it.

Thank you for reviewing my case and your consideration for Buy-Back from Hyundai.

Please contact me when you have received and are available to discuss further.

Regards,

Stacy Ross

----Original Message----

From: NationalCA@hmausa.com < NationalCA@hmausa.com >

Sent: Thursday, August 22, 2024 1:22 PM
To: Stacy Ross < Stacy@westsideconnect.net>

Subject: Hyundai Consumer Affairs Case#: 23630256

Dear Stacy Ross,

I do apologize, I was out of the office this week due to a medical emergency. You can submit all of the documentation to these emails as a reply. If you have difficulties with the larger attachments, I will be available tomorrow, 8/23/24, to call and assist you.

As mentioned I will be doing a full case review and evaluation. In the meantime, it will expedite my process if you send me these documents:

- All repair orders in your possession.
- All service records.
- Purchase contract to confirm ownership of the vehicle.

Case 2:25-cv-01480-AH-BFM Document 25 Filed 05/23/25 Page 68 of 153 Page ID - Any expenses paid by you relating to the reason you have reached out to Hyundai.

If you have any questions during the review, you may contact me directly by responding to this email or by calling and I will be contacting you within the next week to provide an update on my review. My hours of operation are between 8:00 a.m. and 5:00 p.m. Pacific Time, Monday through Friday. Please reference the case number in the subject line and I will be able to assist you.

Thank you for being a valued Hyundai customer.

A reminder to ensure I receive a reply email, please do not alter the subject line.

KOURTNEE CSS Department (714) 465-1874 Hyundai Motor America Case 2:25-cv-01480-AH-BFM Document 25 Filed 05/23/25 Page 69 of 153 Page ID

Stacy Ross

From:

NationalCA@hmausa.com

Thursday, August 22, 2024 1:22 PM Sent:

Stacy Ross To:

Hyundai Consumer Affairs Case#: 23630256 Subject:

**Follow Up Flag:** Follow up

Flag Status: Flagged

Dear Stacy Ross,

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Thank you for being a valued Hyundai customer.

A reminder to ensure I receive a reply email, please do not alter the subject line.

**KOURTNEE CSS Department** (714) 465-1874 Hyundai Motor America Stacy Ross

From:

Stacy Ross

Sent:

Tuesday, August 20, 2024 5:56 PM

To:

NationalCA@hmausa.com

Subject:

RE: Hyundai Case Management #: 23630256

Follow Up Flag:

Follow up

Flag Status:

Flagged

Kourtnee,

Can you please send me a list of the specific documents, records and videos/voice recordings that you are requesting? I also need to know how I can send you long videos/voice recordings and where exactly to send them.

FYI- Yesterday I sent in my copies of the sales contract, trade paperwork, and service contract purchase agreement. And received confirmation that those files were received.

Trying to work on your timeline, so please respond & advise or call to discuss further.

Thank you.

Stacy Ross

P.O. BOX 261566 ENCINO, CA 91426 818-781-97060 818-970-0750 WWW.WESTSIDECONNECT.NET

----Original Message----

From: NationalCA@hmausa.com < NationalCA@hmausa.com >

Sent: Friday, August 16, 2024 2:34 PM

To: Stacy Ross <

Subject: Hyundai Case Management #: 23630256

Dear Stacy Ross,

We have tried to contact you by phone to speak with you regarding your 2023 NEXO FUEL CELL (FE) concerns. We attempted to contact you at the number provided (818) 970-0750 but we were unable to reach you. Your case is important to us so we will continue to attempt to reach you by phone. Please feel free to email us an alternate phone number, or a convenient time to call and we will be happy to reach out.

Thank you for contacting Hyundai Motor America.

KOURTNEE National Consumer Affairs (714) 465-1874 Hyundai Motor America **Stacy Ross** 

From:

Clean Vehicle Rebate Project (CVRP) < cvrp-energycenter.org@shared1.ccsend.com>

Sent: Tuesday, August 20, 2024 1:38 PM

To: Stacy Ross

**Subject:** Your CVRP Application



Dear CVRP Applicant,

We are writing to inform you that funding for the California Clean Vehicle Rebate Project (CVRP) has been exhausted and unfortunately your standby list application will not be paid out.

All applications received on or after September 6, 2023, were placed on a rebate standby list. Payment of rebates for applicants that were placed on the standby list was not guaranteed and was dependent upon available funding. The program administrator, Center for Sustainable Energy, reviewed and paid out all standby list applications on a first-come, first-served basis and funds were exhausted before your application could be processed.

If you have any questions about your application, please email us at **cvrp@energycenter.org**. As set forth in the CVRP Terms & Conditions, this decision is final and there is no right to an administrative or judicial appeal.

While funding for CVRP may be exhausted, we encourage you to research other incentives that may be available to you at https://driveclean.ca.gov.

Thank you for your application.

\*Support available in: 한국인, 普通话, Tagalog, Hmong,Tiếng Việt, and Русский.

Center for Sustainable Energy | 3180 Sherman Street #170 | San Diego, CA 92110 US

<u>Unsubscribe</u> | Constant Contact Data Notice



Try email marketing for free today!

Case 2:25-cv-01480-AH-BFM Document 25 Filed 05/23/25 Page 72 of 153 Page ID

From: NationalCA@hmausa.com

Subject: Hyundai Case Management #: 23630256

Date: Aug 16, 2024 at 2:35:13 PM

To: Stacy Ross Stacy@westsideconnect.net

### Dear Stacy Ross,

We have tried to contact you by phone to speak with you regarding your 2023 NEXO FUEL CELL (FE) concerns. We attempted to contact you at the number provided (818) 970-0750 but we were unable to reach you. Your case is important to us so we will continue to attempt to reach you by phone. Please feel free to email us an alternate phone number, or a convenient time to call and we will be happy to reach out.

Thank you for contacting Hyundai Motor America.

KOURTNEE
National Consumer Affairs
(714) 465-1874
Hyundai Motor America

Page 73 of 153 Page ID Case 2:25-cv-01480-AH-BFM Document 25 Filed 05/23/25

**Stacy Ross** 

From:

Lorna Ross < lornaleighross@yahoo.com>

Thursday, August 15, 2024 8:11 AM Sent:

Stacy Ross To:

**Subject:** People suing over hydrogen cars

**Follow Up Flag:** Follow up

Flag Status: Flagged

too difficult to find stations

Read "Refueling a hydrogen car in California is so annoying that drivers are suing Toyota" on SmartNews: https://l.smartnews.com/p-gxp9W/SJduqO

From: HyundaiCaseManagement5@hmausa.com

Subject: Hyundai Consumer Affairs Case#: 23630256

Date: Aug 9, 2024 at 4:20:47 PM

To: Stacy Ross Stacy@westsideconnect.net

#### **Dear Stacy Ross,**

Thank you for taking the time to speak to me today, as mentioned I will be doing a full case review and evaluation. In the meantime, it will expedite my process if you send me these documents:

- All repair orders in your possession.
- All service records.
- Purchase contract to confirm ownership of the vehicle.
- Any expenses paid by you relating to the reason you have reached out to Hyundai.

If you have any questions during the review, you may contact me directly by responding to this email or by calling and I will be contacting you within the next week to provide an update on my review. My hours of operation are between 8:00 a.m. and 5:30 p.m. Pacific Time, Monday through Friday. Please reference the case number in the subject line and I will be able to assist you.

Thank you for being a valued Hyundai customer.

A reminder to ensure I receive a reply email, please do not alter the subject line.

QUINTINA
CSS Department
(714) 410-4297
Hyundai Motor America

Case 2:25-cv-01480-AH-BFM Document 25 Filed 05/23/25 Page 75 of 153 Page ID

From: HyundaiCaseManagement5@hmausa.com

Subject: Hyundai Consumer Affairs Case#: 23630256

Date: Aug 9, 2024 at 2:41:06 PM

To: Stacy Ross Stacy@westsideconnect.net

#### Hello, Stacy

As requested, the name of your case manager is Quintina. Her telephone number is <u>714-410-4297</u>.

Thank you so much for remaining patient. If you have any questions or concerns, please contact the current case manager.

Enjoy your weekend.

Case 2:25-cv-01480-AH-BFM Document 25 Filed 05/23/25 Page 76 of 153 Page ID #:206

**Stacy Ross** 

From:

Keyes Hyundai < khca-keyeshyundai@kaarmadealer.com>

Sent: Wednesday, July 31, 2024 7:33 PM

To: Stacy Ross

Cc: JONATHANHUGHES@LITHIA.COM

**Subject:** After Service Check

#### Dear Stacy,

I want to personally thank you for your visit to Keyes Hyundai of Van Nuys Service Department. We apologize for any inconvenience caused during our renovations. It was our pleasure to serve you, and thank you for your understanding. In our pursuit to improve and better accommodate your needs, you will be receiving a survey via email, IT IS OUR REPORT CARD, and we would appreciate your positive feedback. Thank you for being part of the Keyes Hyundai family, we look forward to hearing from you. If you have any questions or concerns, please feel free to contact us at (747) 377-8283. -Service Department Team Customer Relations P.S. Meet and greet The New Service Manager Richard Perez

Keyes Hyundai

Case 2:25-cv-01480-AH-BFM Document 25 Filed 05/23/25 Page 77 of 153 Page ID

**Stacy Ross** 

From:

HyundaiCaseManagement5@hmausa.com

Sent: Wednesday, July 31, 2024 1:20 PM

To: Stacy Ross

**Subject:** Hyundai Consumer Affairs Case#: 23630256

Follow Up Flag: Follow up

Flag Status: Flagged

Hello, Stacy

I wanted to send you a recap of today's conversation on 07/31/2024.

Due to Tustin Hyundai contacting Hyundai Motor's America Tech department and being advised to direct you to the owner's manual for the vehicle's concern with the parking sensor, I agreed to the following:

- 1. Contacting Keyes Hyundai of Van Nuys to receive updated contact information for the service manager.
- 2. Sending an email to the current service manager and co-personnel.
- 3. Confirming with the tech department the next steps for the vehicle's concerns.

I did receive word from a supervisor that the tech department can't be contacted any further due to some policy changes. It would be up to Keyes Hyundai of Van Nuys to contact them for further direction. I do apologize for the misinformation.

I did obtain the current service manager's information and the email was sent.

Again, I do apologize for the treatment received from Keyes Hyundai of Van Nuys. Thank you so much for your patience.

Case 2:25-cv-01480-AH-BFM Document 25 Filed 05/23/25 Page 78 of 153 Page ID

From: HyundaiCaseManagement5@hmausa.com Subject: Hyundai Case Management #: 23630256

Date: Jul 31, 2024 at 1:20:53 PM

To: Stacy Ross Stacy@westsideconnect.net

#### **Dear Stacy Ross,**

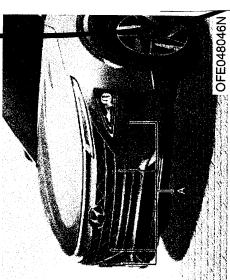
Thank you for contacting Hyundai Motor America (HMA) National Consumer Affairs. We appreciate the opportunity to hear from our customers but regret the circumstances that prompted your contact. We apologize that your Hyundai service experience was not to your complete satisfaction. Hyundai dealerships are independently owned and operated. In situations of disputes between the customer and the dealership, we direct the customers to the dealership department manager who is in the best position to address the concern. This may be the manager of sales, finance, service, parts, or the general manager.

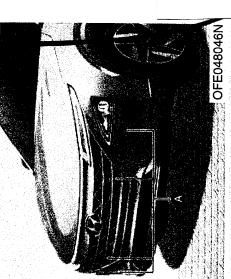
If you have additional information which you believe HMA should be aware of, please don't hesitate to contact us.

Sincerely,

# DRIVER ASSIST SYSTEM

Reverse/Forward) System Parking Distance Warning (poccino ()







[A] : Front Sensor, [B] : Rear Sensor

OFE048047N

Distance Warning the driver during movement of the Reverse/Forward) system assists vehicle by chiming if any object is sensed within the distance of 39 nches (100 cm) in front and 47 inches (120 cm) behind the vehicle. Parking Lhe

tem that senses objects within the cannot detect objects in other areas ange and location of the sensors, it This system is a supplemental syswhere sensors are not installed.

## A WARNING

- obstacles vehicle to make sure there are before moving the vehicle in ALWAYS look around your any direction to prevent a col-<u></u> objects ision. 20
- Always pay close attention when the vehicle is driven close to objects, particularly pedestrians, and especially children. •
- Be aware that some objects may not be visible on the screen or be detected by the due to the objects of which can limit the effecdistance, size or material, all liveness of the sensor, sensors, •

# Convenience features of your vehicle

### (Reverse/Forward) System Operation of the Parking Distance Warning



Operating condition

- Forward) system button is pressed This system will activate when the with the POWER button in the ON Parking Distance Warning (Reverse/ position.
- when you are driving less than Sensing distance when backing up is approximately 47 in (120 cm) 6 mph (10 km/h)

- Sensing distance when moving forcm) when you are driving less than ward is approximately 39 in ( 6 mph (10 km/h).
- Distance Warning (Reverse/Forward) system when the gear is in the R The Parking Distance Warning Reverse/Forward) system button turns on automatically and actithe Parking (Reverse) position. vates
- However, if vehicle speed exceeds not warn you even though objects 6 mph (10 km/h), the system wil are detected.

mph (20 km/h, without BSPA) or 18 And if vehicle speed exceeds 12 system will turn off automatically. (30 km/h, with RSH

Parking Smart RSPA: Remote

- To turn on the system, press the Parking Distance Warning (Reverse/ Forward) system button.
- When more than two objects are sensed at the same time, the closest one will be recognized first.

### accessories have been installed, or if the vehicle bumper height or sensor installation has been modified. Any non-factory equipment

Convenience features of your vehicle

# Detecting range may decrease when:

- air temperature extremely hot or cold Outside
- Undetectable objects smaller than 40 inches (1 m) and narrower than 6 inches (14 cm) in diameter.

## The following objects may not be recognized by the sensor:

- Sharp or slim objects such ropes, chains or small poles.
- Objects, which tend to absorb sensor frequency such as clothes, spongy material or snow.

## (Reverse/Forward) system pre-Parking Distance Warning cautions

- the The Parking Distance Warning operate consistently in some cir-(Reverse/Forward) system may not shapes of the objects detected. cumstances depending on speed of the vehicle and
  - height or sensor installation has been modified or damaged. Any (Reverse/Forward) system may accessories may also interfere with The Parking Distance Warning malfunction if the vehicle bumper non-factory installed equipment or the sensor performance.
- The sensor may not recognize from the sensor, or it may sense an objects less than 15 in. (40 cm) incorrect distance. Use caution.
- tem may be inoperative until the snow or ice melts, or the debris is removed. Use a soft cloth to wipe When the sensor is blocked with snow, dirt, debris, or ice, the sysdebris away from the sensor.

- could damage the surface of the Do not push, scratch or strike the sensor with any hard objects that sensor. Sensor damage could occur
- cause the sensors to fail to operate Do not spray the sensors or its surrounding area directly with a high pressure washer. Doing so may normally.

## **A** WARNING

Your new vehicle warranty does age to the vehicle or injuries to Distance Warning not cover any accidents or dam-Always drive safely and cauits occupants related to (Reverse/Forward) system Parking

tiously.

Case 2:25-cv-01480-AH-BFM Document 25 Filed 05/23/25 Page 82 of 153 Page ID

From: HyundaiCaseManagement5@hmausa.com Subject: Hyundai Consumer Affairs Case#: 23630256

Date: Jul 31, 2024 at 11:52:30 AM

To: Stacy Ross Stacy@westsideconnect.net

Hello, Stacy

Authorization can be sent from your attorney to:

**ATTN: Legal Department** 

Hyundai Motor America PO Box 20850 Fountain Valley, CA 92728-0850

Thank you for being a valued member of our Hyundai Family.

Respectfully,

Honesty
National Consumer Affairs
714-855-2909

the sports

Be caused adules

To have ded' extrans

"year ded"

Conversións

WM AUSA

Case 2:25-cv-01480-AH-BFM Document 25 Filed 05/23/25 Page 83 of 153 Page ID

From: HyundaiCaseManagement5@hmausa.com Subject: Hyundai Consumer Affairs Case#: 23630256

Date: Jul 31, 2024 at 1:20:56 PM

To: Stacy Ross Stacy@westsideconnect.net

Hello, Stacy

I wanted to send you a recap of today's conversation on 07/31/2024.

Due to Tustin Hyundai contacting Hyundai Motor's America Tech department and being advised to direct you to the owner's manual for the vehicle's concern with the parking sensor, I agreed to the following:

- 1. Contacting Keyes Hyundai of Van Nuys to receive updated contact information for the service manager.
- 2. Sending an email to the current service manager and copersonnel.
- 3. Confirming with the tech department the next steps for the vehicle's concerns.

I did receive word from a supervisor that the tech department can't be contacted any further due to some policy changes. It would be up to Keyes Hyundai of Van Nuys to contact them for further direction. I do apologize for the misinformation.

I did obtain the current service manager's information and the email was sent.

Again, I do apologize for the treatment received from Keyes Hyundai of Van Nuys. Thank you so much for your patience.

Case 2:25-cv-01480-AH-BFM Document 25 Filed 05/23/25 Page 85 of 153 Page ID

**Stacy Ross** 

From:

HyundaiCaseManagement5@hmausa.com

Sent: Wednesday, July 31, 2024 9:29 AM

To: Stacy Ross

**Subject:** Hyundai Case Management #: 23630256

Follow Up Flag: Follow up Flag Status: Flagged

Dear Stacy Ross,

We have tried to contact you by phone to speak with you regarding your 2023 NEXO FUEL CELL (FE) concerns. We attempted to contact you at the number provided (818) 970-0750 but we were unable to reach you. Your case is important to us so we will continue to attempt to reach you by phone. Please feel free to email us an alternate phone number, or a convenient time to call and we will be happy to reach out.

Thank you for contacting Hyundai Motor America.

Case 2:25-cv-01480-AH-BFM Document 25 Filed 05/23/25 Page 86 of 153 Page ID #:216

**Stacy Ross** 

From:

Hyundai Case Management 5@hmausa.com

Sent: Wednesday, July 24, 2024 9:32 AM

To: Stacy Ross

**Subject:** Hyundai Consumer Affairs Case#: 23630256

Follow Up Flag: Follow up Flag Status: Flagged

33

Hello, Stacy

It took awhile for me to go through to Keyes Hyundai of Van Nuys to schedule a service appointment. The next available appointment is 07/30/24 at 9 AM PST. The location of the dealership is 5700 Van Nuys Blvd, Van Nuys, CA 91401. If this doesn't work for you, please reach out to the service department at 747-233-7900 to discuss rescheduling the appointment.

Thank you for your patience.

**Stacy Ross** 

From:

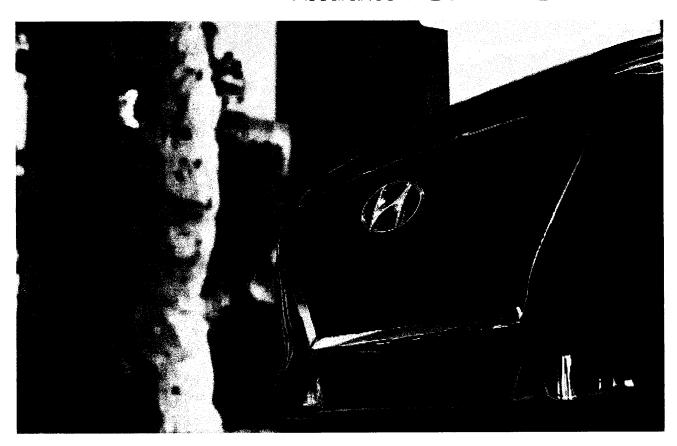
KEYES HYUNDAI OF VAN NUYS < RichardPerez@lithia.com>

Sent; Wednesday, July 24, 2024 9:30 AM

To: Stacy Ross

Subject: Appointment Scheduled: Keyes Hyundai of Van Nuys appointment on Jul 30, 2024 9:00:00 AM

#### ASSURANCE | CAR CARE



#### **Your Car Care Appointment**

#### Hello Stacy Ross,

Thank you for taking the time to schedule your service appointment in advance.

ANY DIAGNOSTIC / RECALL APPOINTMENTS SCHEDULED AFTER 10:15AM PLEASE KEEP IN MIND IT WILL ROLLOVER TO THE NEXT BUSINESS DAY.

For your convenience you can add this appointment time to your calendar using the attached file, if present, or by clicking the button below:

#### Add to Calendar

**Confirmation Code: X01BSRH22G** 

Date and Time: Jul 30, 2024 9:00:00 AM

**Vehicle:** 2023 HYUNDAI NEXO **VIN:** KM8J84A67PU035589

Advisor:

Arrangement: Dropping off vehicle at the dealership

#### Repair Services:

MISC.

CUSTOMER STATES THE PARKING SENSOR DOES NOT ENGAGE AT ALL

#### Service now, pay over time!

We offer flexible payment plans that allow you to spread your payments across 3-, 6-, or 12-months.\*







NO HARD CREDIT CHECK & NO LATE FEES



60 SECONDS TO PRE-QUALIFY

#### **Pre-qualify Now**

Did you know that you can manage your appointment online? Click the button below to make adjustments to your reservation, or you can reach us at (747) 233-7889.

**Manage Service** 

We look forward to providing you with the highest level of service.

Sincerely,

Case 2:25-cv-01480-AH-BFM Document 25 Filed 05/23/25 Page 89 of 153 Page ID

From: Stacy Ross Stacy@westsideconnect.net

Subject: Fwd: Hyundai Case Management #: 23630256

Date: Jul 21, 2024 at 4:54:10 PM

To: Stacy Ross Stacy@westsideconnect.net

Stacy Ross WESTSIDE CONNECT (818) 781-9706 o (818) 970-0750 c

#### Begin forwarded message:

From: Lorna Ross < <a href="mailto:lorna.ross@outlook.com">lorna.ross@outlook.com</a>>

**Date:** July 20, 2024 at 8:36:31AM PDT

To: Stacy Ross < Stacy@westsideconnect.net >

Subject: Fwd: Hyundai Case Management #: 23630256

Looks like this should have gone to you. maybe you did also receive it.

#### Begin forwarded message:

From: HyundaiCaseManagement5

< hyundaicasemanagement 5@hmausa.com >

Date: Jul 19, 2024 at 4:53 PM

To: LORNA.ROSS < lorna.ross@outlook.com >

Subject: Hyundai Case Management #: 23630256

Dear Stacy Ross,

I am glad we were able to discuss your concerns in detail today. Moving forward I will be your

personal contact for your case. I really appreciate your time and patience. I will try to resolve your concerns as soon as possible and Hyundai values your partnership.

I did speak to my supervisor, and it was decided I will be the case manager assisting you with the vehicle's concerns. I do want to discuss taking the vehicle to the dealership for an inspection.

I will be contacting you on 07/23/24 to discuss further details and the next steps. My business hours are 8-5 PM PST, Monday through Friday. In case you have any concerns that you would like to address, please feel free to contact me by either responding to this email or you can contact me at the number provided below.

Once again, I apologize for the delay in the process but assure you that your concern will be resolved with the utmost care and immediacy.

Thank you for contacting Hyundai Motor America.

Kind regards,

**Stacy Ross** 

From:

Lorna Ross < lorna.ross@outlook.com>

**Sent:** Saturday, July 20, 2024 8:36 AM

To: Stacy Ross

Subject: Fwd: Hyundai Case Management #: 23630256

Follow Up Flag: Follow up Flag Status: Flagged

Looks like this should have gone to you. maybe you did also receive it.

#### Begin forwarded message:

From: HyundaiCaseManagement5 < hyundaicasemanagement5@hmausa.com >

Date: Jul 19, 2024 at 4:53 PM

To: LORNA.ROSS < lorna.ross@outlook.com >

Subject: Hyundai Case Management #: 23630256

Dear Stacy Ross,

I am glad we were able to discuss your concerns in detail today. Moving forward I will be your personal contact for your case. I really appreciate your time and patience. I will try to resolve your concerns as soon as possible and Hyundai values your partnership.

I did speak to my supervisor, and it was decided I will be the case manager assisting you with the vehicle's concerns. I do want to discuss taking the vehicle to the dealership for an inspection.

I will be contacting you on 07/23/24 to discuss further details and the next steps. My business hours are 8-5 PM PST, Monday through Friday. In case you have any concerns that you would like to address, please feel free to contact me by either responding to this email or you can contact me at the number provided below.

Once again, I apologize for the delay in the process but assure you that your concern will be resolved with the utmost care and immediacy.

Thank you for contacting Hyundai Motor America.

Kind regards,

**Stacy Ross** 

From: NationalCA@hmausa.com

**Sent:** Thursday, May 23, 2024 10:39 AM

To: Stacy Ross

**Subject:** Hyundai Consumer Affairs Case#: 23282138

Follow Up Flag: Follow up Flag Status: Flagged

May 23, 2024

STACY ROSS 15455 GLENOAKS BLVD SPC 327 SYLMAR, CA 91342-7986

RE: 2023 NEXO FUEL CELL; VIN# KM8J84A67PU035589 Case# 23282138

Dear Stacy Ross,

Thank you for sharing your thoughts regarding the parking sensor functionality for the NEXO FUEL CELL model.

Your comments have been documented and shared with the appropriate team. However as discussed, the department is not customer-facing and does not communicate with customers regarding the vehicle design and function.

At this time, we will move forward and close the case and thank you for being a member of the Hyundai family.

Sincerely,

ANTHONY National Consumer Affairs (714) 410-4275 Hyundai Motor America Case 2:25-cv-01480-AH-BFM Document 25 Filed 05/23/25 Page 93 of 153 Page ID

From: NationalCA@hmausa.com

Subject: Hyundai Consumer Affairs Case#: 23282138

Date: May 23, 2024 at 10:39:34 AM

To: Stacy Ross Stacy@westsideconnect.net

May 23, 2024

STACY ROSS 15455 GLENOAKS BLVD SPC 327 SYLMAR, CA 91342-7986

RE: 2023 NEXO FUEL CELL; VIN# KM8J84A67PU035589 Case# 23282138

**Dear Stacy Ross,** 

Thank you for sharing your thoughts regarding the parking sensor functionality for the NEXO FUEL CELL model.

Your comments have been documented and shared with the appropriate team. However as discussed, the department is not customer-facing and does not communicate with customers regarding the vehicle design and function.

At this time, we will move forward and close the case and thank you for being a member of the Hyundai family.

Sincerely,

ANTHONY
National Consumer Affairs
(714) 410-4275
Hyundai Motor America

From: NationalCA@hmausa.com

Subject: Hyundai Consumer Affairs Case#: 23282138

Date: May 16, 2024 at 12:35:17 PM

To: Stacy Ross Stacy@westsideconnect.net

#### Dear STACY ROSS,

We have tried to contact you by phone to speak with you regarding your 2023 NEXO FUEL CELL We attempted to contact you at the number provided (818) 970-0750, but we were unable to reach you.

Your case is important to us so we will continue to attempt to reach you by phone. Or, feel free to email an alternate phone number and convenient time to call.

Thank you for contacting Hyundai Motor America.

Sincerely,

ANTHONY
National Consumer Affairs
(714) 410-4275
Hyundai Motor America

### **EXHIBIT I**

Case 2:25-cv-01480-AH-BFM

Document 25

Filed 05/23/25 F

Page 96 of 153 Page ID

Stacy Ross

From:

CSS <css@hmausa.com>

Sent:

Tuesday, January 7, 2025 4:36 PM

To:

Stacy Ross

Subject:

Hyundai Case Management #: 23630256

**Follow Up Flag:** 

Follow up

Flag Status:

Flagged

Dear STACY,

We have tried to contact you by phone to speak with you regarding your 2023 NEXO FUEL CELL LIMITED concerns. We attempted to contact you at the number provided 8189700750 but we were unable to reach you. Your case is important to us so we will continue to attempt to reach you by phone. Please feel free to email us an alternate phone number, or a convenient time to call and we will be happy to reach out.

Thank you for contacting Hyundai Motor America.

Sincerely,

Kourtnee National Consumer Affairs (714) 465 - 1874 Hyundai Motor America



Case 2:25-cv-01480-AH-BFM Document 25 Filed 05/23/25 Page 97 of 153 Page ID

**Stacy Ross** 

From:

CSS <css@hmausa.com>

Sent:

Monday, January 6, 2025 1:58 PM

To:

**Stacy Ross** 

Cc:

nationalca@hmausa.com

Subject:

Hyundai Case Management #: 23630256

Dear STACY,

We have tried to contact you by phone to speak with you regarding your 2023 NEXO FUEL CELL LIMITED concerns. We attempted to contact you at the number provided 8189700750 but we were unable to reach you. Your case is important to us so we will continue to attempt to reach you by phone. Please feel free to email us an alternate phone number, or a convenient time to call and we will be happy to reach out. I will be awaiting for your response until 1/8/25.

Thank you for contacting Hyundai Motor America.

Sincerely,

Kourtnee National Consumer Affairs (714) 465 - 1874 Hyundai Motor America



#### Stacy Ross

From: CSS <css@hmausa.com>

Sent: Tuesday, December 31, 2024 2:26 PM

To: Stacy Ross

Cc: nationalca@hmausa.com

**Subject:** Hyundai Case Management #: 23630256 **Attachments:** The HMA Deternination Letter - Ross.pdf

#### Dear STACY:

We attempted to contact you at the following phone number 818-970-0750, but we were unable to reach you. We were trying to reach you to speak with you regarding the determination for your vehicle. I will follow up with you on 1/2/2025.

I have investigated this case, and I have found that a language was made on this case. As a manufacturer, we have to follow the state guidelines for a repurchase. Respectfully Hyundai Motor America is not in a position to repurchase your vehicle. I have attached the corrected Determination Letter for your records.

If you have any questions regarding the attached letter, please contact me by replying to this email without changing the subject line or contacting me at my phone number below.

Thank you for being a valued Hyundai owner.

Kourtnee CSS Department (714) 465 - 1874 Hyundai Motor America





12/31/24

VIA EMAIL: stacy@westsideconnect.net

Stacy Ross

Re:

2023 Hyundai Nexo Fuel, VIN KM8J84A67PU035589.

Dear Ms. Ross:

Thank you for contacting Hyundai Motor America ("HMA"). We have reviewed your vehicle's repair history and evaluated your request. Based on our investigation of the repair history to date, we have determined that a repurchase is not warranted under the California Lemon Law.

To the extent you disagree with our evaluation, if there is any additional or new information that you would like us to consider, such as photographs, videos, or another repair order, we are willing to reevaluate this matter upon receipt of those materials.

Please note that any remaining terms of your vehicle's limited warranties as set forth in the Owner's Handbook and Warranty Information continue to apply.

We would also like to take this opportunity to remind you that you may take advantage of the following alternative dispute resolution ("ADR") program provided by HMA:

> **BBB AUTO LINE** BBB National Programs, Inc. 1676 International Drive, Suite 550 McLean, VA 22102 1-800-955-5100

The BBB AUTO LINE program, which performs arbitration services on disputes such as this one, is provided at no cost to you, and is part of HMA's effort to provide an impartial third-party organization to equitably resolve concerns such as yours. To begin the ADR process, simply call the BBB National Programs at the number listed above and you will be sent a Customer Claim Form, along with a handbook describing how BBB AUTO LINE works. A decision is ordinarily rendered within forty (40) days of AUTO LINE's receipt of a properly completed Customer Claim Form. BBB would then mail you a copy of the arbitrator's decision and, if accepted by you, Hyundai would be required to comply with the decision of the arbitrator within certain time limitations. BBB would, thereafter, verify that the arbitrator's decision had been completed. Again, this service is offered to you at no cost and if you do not agree with the BBB's decision, it is not binding on you, but any BBB decision in your favor is binding on HMA should you choose to accept it.

Please contact me if you have any questions. You can reach me directly by phone at (714) 465-1874 or through HMA's website at <a href="https://owners.hyundaiusa.com/us/en/contact-us.html">https://owners.hyundaiusa.com/us/en/contact-us.html</a>.

Sincerely,

Kourtnee. Customer Service Specialist. Stacy Ross

From:

CSS <css@hmausa.com>

Sent:

Thursday, December 26, 2024 7:28 AM

To:

Stacy Ross

Cc:

nationalca@hmausa.com

Subject:

Hyundai Consumer Affairs case# 23630256

Follow Up Flag:

Follow up

Flag Status:

Flagged

Hello STACY,

This email is to provide an update for you regarding your case. I was wondering if you have had the chance to look at the offer letter provided, and if you have any questions and or concerns. I will follow up with you again on 12/30/24.

Thank you for being a valued Hyundai customer.

Kourtnee National Consumer Affairs (714) 465 - 1874 Hyundai Motor America



From: CSS css@hmausa.com

Subject: Hyundai Consumer Affairs case# 23630256

Date: Dec 20, 2024 at 4:12:42 PM

To: Stacy Ross Stacy@westsideconnect.net

Cc: NationalCA@hmausa.com

#### Hello STACY,

I have attached Hyundai Motor America's offer to this email for your review prior to my scheduled phone call with you on 12/20/23. I will be reaching out to you to discuss the offer as well is go over any questions that you may have regarding the calculations listed.

As your vehicle qualifies for repurchase under your state's Lemon Law, we have offered you the options of a vehicle repurchase, or a cash settlement in lieu of repurchase. Thus, please note, there are two signature sections of this document. It is most important that you sign under the section that is appropriate for the offer in which you are accepting; Cash in Lieu of Repurchase or Vehicle Repurchase.

Additionally, we will require all registered owners to sign this offer letter.

If you have any questions regarding the attached letter prior to our scheduled call, please contact me by replying to this email without changing the subject line or contact me at my direct line listed below.

Thank you for being a valued Hyundai owner.
Kourtnee
National Consumer Affairs
(714) 465 - 1874
Hyundai Motor America



12/18/24

VIA EMAIL: stacy@westsideconnect.net

Stacy Ross and Lorna Ross

Re:

2023 Hyundai Nexo Fuel Cell, VIN KM8J84A67PU035589

Dear Stacy Ross and Lorna Ross:

Hyundai Motor America ("HMA") offers to repurchase your vehicle based on the terms laid out below. As an alternative to a repurchase, HMA offers to pay you \$5,000.00 and for you to keep the vehicle in exchange of signing the settlement agreement. You can choose either a repurchase of the vehicle or a settlement, but not both.

Should you choose to proceed with the vehicle repurchase, it will be completed according to the below terms:

- HMA will pay the purchase price of the vehicle itself, charges for transportation and manufacturerinstalled options, finance charges actually paid by you, sales tax, license fees, registration fees, and other official fees;
- HMA will reimburse, subject to proof, any related incidental damages/expenses, including but not limited to registration, reasonable repair, towing, and rental car costs actually incurred by you directly related to the issue for which we are repurchasing this vehicle;
- HMA will take a deduction for the value of the use of the vehicle between the time when you took
  possession of the vehicle and the time when you first delivered the vehicle to HMA's dealership to fix
  the problem ("Statutory Mileage Offset");
- HMA will payoff the outstanding loan/lease amount to the lender to transfer the ownership of the vehicle from you to HMA.
- You must continue to make timely payments as required by your lienholder or lessor until the vehicle is surrendered. Any overage or refund that results due to additionally made payments after this agreement is signed, shall be obtained directly from your lienholder or lessor;
- 6. We assume that the vehicle has no significant collision, vandalism, or other damage (e.g., fire, flood, significant accident damage), except any such damage caused by any alleged nonconformity. If significant damage does exist, please notify us to discuss;
- 7. You will surrender the vehicle with all original equipment currently in your possession, including all key fobs, Owner's Manuals and Handbooks (if any items have been lost or are otherwise no longer in your possession, please let us know and we will still accept return of the vehicle);
- All vehicle registration fees and penalties, including any parking or toll tickets, must be paid by you
  prior to the vehicle surrender;
- You will execute all documents necessary for HMA to transfer title out of your name and into HMA's name at the time of the vehicle surrender;



- 10. You will surrender the vehicle to HMA with clear title, other than the loan to be paid by HMA, at a mutually agreed-upon Hyundai dealership. Should you be unable to deliver the vehicle, you will provide access to the vehicle for HMA to take delivery of it;
- In return for HMA repurchasing your vehicle, you hereby release HMA, Genesis Motor America, LLC, 11. Hyundai Motor Company, and all of their subsidiaries, affiliates, and dealers from any and all claims relating to your purchase/lease or ownership of the vehicle, such as those for breach of warranty or violation of the California Lemon Law. This is not intended to waive any personal injury claims arising out of the use or operation of the vehicle. You hereby warrant that you have no such injuries or claims as of the date of execution of this agreement; and
- You acknowledge that, as part of the repurchase, HMA will reimburse you for any applicable sales tax 12. you have paid, and HMA will pay any remaining sales tax that may be owed in connection with paying off the outstanding loan or lease amount on your vehicle.

Your repurchase is calculated as follows:

(a) The purchase price of the vehicle itself	\$62,420		
(b) Charges for transportation and manufacturer-installed options	\$0.00		
(c) Finance charges actually paid by the customer	\$0.00		
(d) Sales tax, license fees, registration fees, and other official fees (\$85.00 +\$5937.98+\$22.00+\$406.00+\$316.00+\$7.00)	\$6,773.98		
(e) Incidental damages (Vehicle's non-conformity must be a substantial factor in causing the expense)	\$852.00		
Deduct Statutory Mileage Offset: \$62,420.00 + \$0.00 * (21,032 - 36) /120,000	-\$10,921.42		
Additional items (if applicable) Deduct Rebate	-\$33,000.00		
Total repurchase	\$26,124.56		
Vehicle payoff to lender	\$24,939.60		
Total restitution to you after payment to lender	\$1,184.96		

If you disagree with this calculation, believe this offer is inadequate, or do not understand any of the terms, please contact us so that we may resolve any outstanding questions or concerns. We look forward to working with you towards a resolution of your claim. You can reach me directly by phone at (714) 465-1874 or through HMA's website at https://owners.hyundaiusa.com/us/en/contact-us.html.

Sincerely,

10550 Talbert Ave

Kourtnee, Customer service specialist.

l accept th	ne terms , 2024:		conditions	set	forth	in	this	agreement	with	my	signature	on	the	 day	of
Please choo	se one:														
I accept the	cash settl	emen	nt and keep	my v	ehicle	:		Stacy Ross	•						
								Lorna Ross		-					
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I accept the	repurchas	se op	tion:					Stacy Ross	,						
								Lorna Ross			<u></u>				



12/18/24

VIA EMAIL: stacy@westsideconnect.net

Stacy Ross and Lorna Ross

Re:

2023 Hyundai Nexo Fuel Cell, VIN KM8J84A67PU035589

Dear Stacy Ross and Lorna Ross:

Hyundai Motor America ("HMA") offers to repurchase your vehicle based on the terms laid out below. As an alternative to a repurchase, HMA offers to pay you \$5,000.00 and for you to keep the vehicle in exchange of signing the settlement agreement. You can choose either a repurchase of the vehicle or a settlement, but not both.

Should you choose to proceed with the vehicle repurchase, it will be completed according to the below terms:

- HMA will pay the purchase price of the vehicle itself, charges for transportation and manufacturerinstalled options, finance charges actually paid by you, sales tax, license fees, registration fees, and other official fees;
- HMA will reimburse, subject to proof, any related incidental damages/expenses, including but not limited to registration, reasonable repair, towing, and rental car costs actually incurred by you directly related to the issue for which we are repurchasing this vehicle;
- HMA will take a deduction for the value of the use of the vehicle between the time when you took
  possession of the vehicle and the time when you first delivered the vehicle to HMA's dealership to fix
  the problem ("Statutory Mileage Offset");
- HMA will payoff the outstanding loan/lease amount to the lender to transfer the ownership of the vehicle from you to HMA.
- You must continue to make timely payments as required by your lienholder or lessor until the vehicle is surrendered. Any overage or refund that results due to additionally made payments after this agreement is signed, shall be obtained directly from your lienholder or lessor;
- 6. We assume that the vehicle has no significant collision, vandalism, or other damage (e.g., fire, flood, significant accident damage), except any such damage caused by any alleged nonconformity. If significant damage does exist, please notify us to discuss;
- You will surrender the vehicle with all original equipment currently in your possession, including all
  key fobs, Owner's Manuals and Handbooks (if any items have been lost or are otherwise no longer in
  your possession, please let us know and we will still accept return of the vehicle);
- All vehicle registration fees and penalties, including any parking or toll tickets, must be paid by you
  prior to the vehicle surrender;
- 9. You will execute all documents necessary for HMA to transfer title out of your name and into HMA's name at the time of the vehicle surrender;



- 10. You will surrender the vehicle to HMA with clear title, other than the loan to be paid by HMA, at a mutually agreed-upon Hyundai dealership. Should you be unable to deliver the vehicle, you will provide access to the vehicle for HMA to take delivery of it;
- 11. In return for HMA repurchasing your vehicle, you hereby release HMA, Genesis Motor America, LLC, Hyundai Motor Company, and all of their subsidiaries, affiliates, and dealers from any and all claims relating to your purchase/lease or ownership of the vehicle, such as those for breach of warranty or violation of the California Lemon Law. This is not intended to waive any personal injury claims arising out of the use or operation of the vehicle. You hereby warrant that you have no such injuries or claims as of the date of execution of this agreement; and
- 12. You acknowledge that, as part of the repurchase, HMA will reimburse you for any applicable sales tax you have paid, and HMA will pay any remaining sales tax that may be owed in connection with paying off the outstanding loan or lease amount on your vehicle.

Your repurchase is calculated as follows:

(a) The purchase price of the vehicle itself	\$62,420		
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(c) Finance charges actually paid by the customer	\$0.00		
(d) Sales tax, license fees, registration fees, and other official fees (\$85.00 +\$5937.98+\$22.00+\$406.00+\$316.00+\$7.00)	\$6,773.98		
(e) Incidental damages (Vehicle's non-conformity must be a substantial factor in causing the expense)	\$852.00		
Deduct Statutory Mileage Offset: \$62,420.00 + \$0.00 * (21,032 - 36) /120,000	-\$10,921.42		
Additional items (if applicable) Deduct Rebate	-\$33,000.00		
Total repurchase	\$26,124.56		
Vehicle payoff to lender	\$24,939.60		
Total restitution to you after payment to lender	\$1,184.96		

If you disagree with this calculation, believe this offer is inadequate, or do not understand any of the terms, please contact us so that we may resolve any outstanding questions or concerns. We look forward to working with you towards a resolution of your claim. You can reach me directly by phone at (714) 465-1874 or through HMA's website at <a href="https://owners.hyundaiusa.com/us/en/contact-us.html">https://owners.hyundaiusa.com/us/en/contact-us.html</a>.

Sincerely,

Kourtnee, Customer service specialist.

l accept	the terms		conditions	set	forth	in	this	agreement	with	my	signature	on	the	 day	of
Please ch	oose one:														
l accept th	he cash sett	lemer	nt and keep	my v	ehicle	:		Stacy Ross							
								Lorna Ross							
							0	R							
l accept ti	he repurcha	se op	tion:					Stacy Ross							
								Lorna Ross							



12/18/24

VIA EMAIL: stacy@westsideconnect.net

Stacy Ross and Lorna Ross

Re:

2023 Hyundai Nexo Fuel Cell, VIN KM8J84A67PU035589

Dear Stacy Ross and Lorna Ross:

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  the problem ("Statutory Mileage Offset");
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- 6. We assume that the vehicle has no significant collision, vandalism, or other damage (e.g., fire, flood, significant accident damage), except any such damage caused by any alleged nonconformity. If significant damage does exist, please notify us to discuss;
- You will surrender the vehicle with all original equipment currently in your possession, including all key fobs, Owner's Manuals and Handbooks (if any items have been lost or are otherwise no longer in your possession, please let us know and we will still accept return of the vehicle);
- All vehicle registration fees and penalties, including any parking or toll tickets, must be paid by you
  prior to the vehicle surrender;
- You will execute all documents necessary for HMA to transfer title out of your name and into HMA's name at the time of the vehicle surrender;

- You will surrender the vehicle to HMA with clear title, other than the loan to be paid by HMA, at a mutually agreed-upon Hyundai dealership. Should you be unable to deliver the vehicle, you will provide access to the vehicle for HMA to take delivery of it;
- 11. In return for HMA repurchasing your vehicle, you hereby release HMA, Genesis Motor America, LLC, Hyundai Motor Company, and all of their subsidiaries, affiliates, and dealers from any and all claims relating to your purchase/lease or ownership of the vehicle, such as those for breach of warranty or violation of the California Lemon Law. This is not intended to waive any personal injury claims arising out of the use or operation of the vehicle. You hereby warrant that you have no such injuries or claims as of the date of execution of this agreement; and
- 12. You acknowledge that, as part of the repurchase, HMA will reimburse you for any applicable sales tax you have paid, and HMA will pay any remaining sales tax that may be owed in connection with paying off the outstanding loan or lease amount on your vehicle.

Your repurchase is calculated as follows:

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(b) Charges for transportation and manufacturer-installed options	\$0.00
(c) Finance charges actually paid by the customer	\$0.00
(d) Sales tax, license fees, registration fees, and other official fees (\$85.00 +\$5937.98+\$22.00+\$406.00+\$316.00+\$7.00)	\$6,773.98
(e) Incidental damages (Vehicle's non-conformity must be a substantial factor	\$852.00
in causing the expense)	
Deduct Statutory Mileage Offset: \$62,420.00 + \$0.00 * (21,032 – 36) /120,000	-\$10,921.42
Additional items (if applicable) Deduct Rebate	-\$33,000.00
Total repurchase	\$26,124.56
Vehicle payoff to lender	\$24,939.60
Total restitution to you after payment to lender	\$1,184.96

21,000

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+29.99 11/23 72

12 = 2024

10550 Talbert Ave Fountain Valley, CA 92708

Sincerely,

Kourtnee,

Customer service specialist.

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www.HyundaiUSA.com (

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mile



l accept		terms , 2024:		conc	litions	set	forth	in	this	agreement	with	my	signature	on	the	 day	of
Please cho	oose	one:															
l accept th	ne cas	sh settl	emer	nt and	l keep	my v	ehicle	:		Stacy Ross		-					
										Lorna Ross							
									0	R							
l accept th	he rep	ourchas	se op	tion:						Stacy Ross							
										Lorna Ross	_						

From: CSS css@hmausa.com

Subject: Case #23630256

Date: Dec 4, 2024 at 2:26:00 PM

To: Stacy Ross Stacy@westsideconnect.net

Cc: NationalCA@hmausa.com

## Hello STACY,

I do apologize for any delays. This email is to provide an update for you regarding your case. I have submitted the calculations, and I am waiting for approval. I will be able to follow up with you again on 12/11/24 to provide any further updates.

If you have any questions during the review process, you may reach me directly by responding to this email or by calling. My hours of operation are between 8 a.m. and 5 p.m. Pacific Time, Monday through Friday. Please reference the case number in the subject line and I will be able to assist you. As a reminder to ensure I receive a reply email, please do not alter the subject line.

Thank you for being a valued Hyundai customer.

Kourtnee,

**CSS Department** 

(714) 465 - 1874

**Hyundai Motor America** 

From: Kourtnee Martin kourtneemartin@hmausa.com

Subject: Case #23630256

Date: Nov 21, 2024 at 11:57:00 AM

To: Stacy Ross Stacy@westsideconnect.net

Cc: NationalCA@hmausa.com

## Dear Stacy, Thank you!

I had to re-request the payment information which has just been received. This was to ensure the totals are correct. I am going to resubmit the calculations today, and I will just be waiting for approval.

I will be able to follow up with you again on 11/27/24 to provide any further updates.

I do apologize for any delays, the system has gone through a major update. I am shifting my appointments around to accommodate the delays this week and any upcoming delays. Next week, I will be out of the office on 11/26/24 and we will be closed on 11/28/24 for the holidays.

If you have any questions during the calculation process, you may reach me directly by responding to this email or by calling. My hours of operation are between 8 a.m. and 5 p.m. Pacific Time, Monday through Friday. Please reference the case number in the subject line and I will be able to assist you. As a reminder to ensure I receive a reply email, please do not alter the subject line.

Thank you for being a valued Hyundai customer.

Kourtnee,

**CSS Department** 

(714) 465 - 1874

**Hyundai Motor America** 

----- Original Message ------

From: Stacy Ross [stacy@westsideconnect.net]

Sent: 11/19/2024, 4:24 PM

To: nationalca@hmausa.com

Subject: Hyundai Consumer Affairs Case#: 23630256

Hi Kourtnee,

Sorry for the delay in getting back with you- I have been trying to get caught up after taking some time off.

Yes, I did receive the registration and a copy is attached. What are the steps now?

Thank you!

**Stacy Ross** 

### 818-970-0750

----Original Message----

From: NationalCA@hmausa.com < NationalCA@hmausa.com >

Sent: Tuesday, November 12, 2024 4:56 PM

To: Stacy Ross < Stacy@westsideconnect.net >

Subject: Hyundai Consumer Affairs Case#: 23630256

Dear Stacy,

Hello! Have you received the documentation for the registration? Please let me know so I can continue this case for you.

I will follow up with you again on 11/19/24.

Thank you!

From:

Hyundai Motor America < NoReply@mc.hyundaiusa.com>

Sent: Tuesday, November 19, 2024 4:52 PM

To: Stacy Ross

**Subject:** Hyundai Motor America Case#: 23630256



Dear STACY ROSS,

Thank you for contacting Hyundai Motor America. Please note that we are in receipt of your message. Here is your case number for reference: 23630256

This is an automated message - please do not reply directly to this email.

Thanks again, Hyundai Motor

From: Stacy Ross

Sent: Tuesday, November 19, 2024 4:24 PM

To: NationalCA@hmausa.com

Subject: Hyundai Consumer Affairs Case#: 23630256

Attachments: NEXO REG.10.2024.jpg

Hi Kourtnee,

Sorry for the delay in getting back with you- I have been trying to get caught up after taking some time off.

Yes, I did receive the registration and a copy is attached.

What are the steps now?

Thank you!

### Stacy Ross

----Original Message----

From: NationalCA@hmausa.com < NationalCA@hmausa.com >

Sent: Tuesday, November 12, 2024 4:56 PM To: Stacy Ross <Stacy@westsideconnect.net>

Subject: Hyundai Consumer Affairs Case#: 23630256

Dear Stacy,

Hello! Have you received the documentation for the registration? Please let me know so I can continue this case for you.

I will follow up with you again on 11/19/24.

Thank you!

Case 2:25-cv-01480-AH-BFM Document 25 Filed 05/23/25 Page 117 of 153 Page ID #:247

**Stacy Ross** 

From:

NoReply@hmausa.com

Sent:

Friday, November 15, 2024 1:24 PM

To:

Stacy Ross

Subject:

Hyundai Motor America Case#: 23630256

**Follow Up Flag:** 

Follow up

Flag Status:

Flagged

Thank you for contacting Hyundai Motor America. We are in receipt of your e-mail and one of our representatives will get back to you shortly.

Sincerely,

Hyundai Motor America

Document 25 Filed 05/23/25 Case 2:25-cv-01480-AH-BFM Page 118 of 153 Page ID #:248

**Stacy Ross** 

NationalCA@hmausa.com From:

Tuesday, November 12, 2024 4:56 PM Sent:

Stacy Ross To:

Subject: Hyundai Consumer Affairs Case#: 23630256

**Follow Up Flag:** Follow up

Flagged Flag Status:

Dear Stacy,

Hello! Have you received the documentation for the registration? Please let me know so I can continue this case for you.

I will follow up with you again on 11/19/24.

Thank you!

Case 2:25-cv-01480-AH-BFM Document 25 Filed 05/23/25 Page 119 of 153 Page ID #:249

**Stacy Ross** 

Sent:

Thursday, November 7, 2024 12:02 AM

**To:** NationalCA@hmausa.com

**Subject:** RE: Hyundai Consumer Affairs Case#: 23630256

Hi Kourtnee,

Thank you for following up. appreciate you telling me that we are still moving forwardl am making me feel a little more at ease with this wholewith me and

-----Original Message-----

From: NationalCA@hmausa.com <NationalCA@hmausa.com>

Sent: Tuesday, November 5, 2024 2:58 PM To: Stacy Ross <Stacy@westsideconnect.net>

Subject: Hyundai Consumer Affairs Case#: 23630256

Dear Stacy,

Hello! I hope you enjoyed your vacation. Have you received the documentation for the registration? Please let me know so I can continue this case for you.

I will follow up with you again on 11/11/24.

Thank you!

Document 25 Filed 05/23/25 Case 2:25-cv-01480-AH-BFM Page 120 of 153 Page ID #:250

Stacy Ross

NationalCA@hmausa.com From:

Tuesday, November 5, 2024 2:58 PM Sent:

**Stacy Ross** To:

Subject: Hyundai Consumer Affairs Case#: 23630256

Follow up **Follow Up Flag:** 

Flag Status: Flagged

Dear Stacy,

Hello! I hope you enjoyed your vacation. Have you received the documentation for the registration? Please let me know so I can continue this case for you.

I will follow up with you again on 11/11/24.

Thank you!

From: NationalCA@hmausa.com

Subject: Hyundai Consumer Affairs Case#: 23630256

Date: Oct 23, 2024 at 4:10:52 PM

To: Stacy Ross Stacy@westsideconnect.net

## Dear Stacy,

I understand we are currently waiting on this documentation. There are no worries here, the moment I receive this documentation I have the calculations ready to resubmit with this updated documentation. Also, we can definitely pick this case back up once you return from your trip. I have scheduled a follow-up appointment for 11/5/24. This will give you time to unwind and not overload you the day you get back.

Thank you so much for your time and this update,

Case 2:25-cv-01480-AH-BFM Document 25 Filed 05/23/25 Page 122 of 153 Page ID #:252

**Stacy Ross** 

From:

NoReply@hmausa.com

Sent:

Wednesday, October 23, 2024 1:57 PM

To:

**Stacy Ross** 

Subject:

Hyundai Motor America Case#: 23630256

Follow Up Flag:

Follow up

Flag Status:

Flagged

Thank you for contacting Hyundai Motor America. We are in receipt of your e-mail and one of our representatives will get back to you shortly.

Sincerely,

Hyundai Motor America

From:

Stacy Ross

Sent:

Wednesday, October 23, 2024 1:57 PM

To:

NationalCA@hmausa.com

Subject:

Re: Hyundai Consumer Affairs Case#: 23630256

Follow Up Flag:

Follow up

Flag Status:

Flagged

Hi Kourtnee,

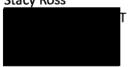
So I still have not received my actual registration and stickers yet. They say it was processed on the 17th, and maybe mailed the following day. I just have to wait on the U.S. postal service.

Also, I'm going on my annual weeks vacation starting 10/29, and returning November 5th. I hope we can pick up where we left off then?

please let me know if there are any snags with my schedule/availability.

Thank you,

Stacy Ross



- > On Oct 22, 2024, at 4:02 PM, NationalCA@hmausa.com wrote:
- > Dear Stacy,
- > I was just wondering if you were able to obtain the registration paperwork? I will reach back out to you on 10/30/24 with an update on any documentation.
- > Thank you for your time.
- > KOURTNEE
- > National Consumer Affairs
- > (714) 465-1874
- > Hyundai Motor America

Document 25 Filed 05/23/25 Case 2:25-cv-01480-AH-BFM Page 124 of 153 Page ID #:254

**Stacy Ross** 

From:

NationalCA@hmausa.com

Tuesday, October 22, 2024 4:03 PM Sent:

**Stacy Ross** To:

Subject: Hyundai Consumer Affairs Case#: 23630256

Follow up Follow Up Flag:

Flagged Flag Status:

Dear Stacy,

I was just wondering if you were able to obtain the registration paperwork? I will reach back out to you on 10/30/24 with an update on any documentation.

Thank you for your time.

Case 2:25-cv-01480-AH-BFM Document 25 Filed 05/23/25 Page 125 of 153 Page ID #:255

**Stacy Ross** 

From:

NationalCA@hmausa.com

Tuesday, October 15, 2024 8:38 PM Sent:

To: **Stacy Ross** 

Hyundai Consumer Affairs Case#: 23630256 Subject:

**Follow Up Flag:** Follow up

Flag Status: Flagged

Dear Stacy,

Thank you for getting this registered again so fast! I have updated this total on your calculations sheet. I do need to see the physical registration before this can be finalized, but I am doing everything I can to push along what I have. I will check in with you on the registration 10/22/24.

Thank you,

Document 25 Filed 05/23/25 Case 2:25-cv-01480-AH-BFM Page 126 of 153 Page ID #:256

Stacy Ross

From:

Stacy Ross

Monday, October 14, 2024 8:19 PM Sent:

NationalCA@hmausa.com To:

Re: Hyundai Consumer Affairs Case#: 23630256 **Subject:** 

Follow up Follow Up Flag:

Flag Status: Flagged

Hi Kourtnee,

Today I logged into DMV site & was able to see the status of my registration (see pic).

Please let me know if you need any further information.

Thank you.

Stacy Ross WESTSIDE CONNECT (818) 781-9706 o (818) 970-0750 c

On Sep 20, 2024, at 9:26 AM, NationalCA@hmausa.com wrote:

Dear Stacy,

I am so sorry for the confusion, I am not finished with my share of the paperwork. I will then submit your case over to the buyback team after a final offer letter is provided to you. This will give you an idea on what Hyundai is able to offer.

I know that email is a little confusing, this process has recently changed, and I will inform my higher-ups that the email is outdated.

You are still with me while I am calculating what I can to make it easier on the buyback team. This process takes some time, and I apologize.

I will contact you by phone on 9/25/24 with an update on my calculations. I have received the submitted documentation.

Let me know if you have any additional information.

Thank you,

Case 2:25-cv-01480-AH-BFM Document 25 Filed 05/23/25 Page 128 of 153 Page ID #:258

**Stacy Ross** 

From:

Stacy Ross

Friday, October 11, 2024 4:30 PM Sent:

To: NationalCA@hmausa.com

Re: Hyundai Consumer Affairs Case#: 23630256 Subject:

Follow Up Flag: Follow up

Flag Status: Flagged

### Kourtnee,

I renewed my registration as promised. However after submitting my ACH payment for the registration, the receipt was not available. And DMV's online portal did not send the payment confirmation via email as indicated on their site. According to the DMV troubleshooting page (see pic) I can't check for 72 hours if payment email wasn't sent.

Also I have taken pics of the registration notice, showing the amount due/paid (852.00), And a pic of DMV's site showing the registration "in progress".

Thank you.

On Sep 20, 2024, at 9:26 AM, NationalCA@hmausa.com wrote:

Dear Stacy,

I am so sorry for the confusion, I am not finished with my share of the paperwork. I will then submit your case over to the buyback team after a final offer letter is provided to you. This will give you an idea on what Hyundai is able to offer.

I know that email is a little confusing, this process has recently changed, and I will inform my higher-ups that the email is outdated.

You are still with me while I am calculating what I can to make it easier on the buyback team. This process takes some time, and I apologize.

I will contact you by phone on 9/25/24 with an update on my calculations. I have received the submitted documentation.

Let me know if you have any additional information.

Thank you,

Case 2:25-cv-01480-AH-BFM Document 25 Filed 05/23/25 Page 130 of 153 Page ID #:260

Stacy Ross

From:

NationalCA@hmausa.com

Sent: Thursday, October 3, 2024 4:57 PM

To: Stacy Ross

**Subject:** Hyundai Consumer Affairs Case#: 23630256

Follow Up Flag:

Follow up

Flag Status:

Flagged

Dear Stacy,

I do apologize I had a meeting run late so I am going to update you on my progress.

I spoke with Rick the Service Manager of Keys Hyundai of Van Nuys and they are no longer participating in the program for loaners with Hertz.

I will be reaching out to the district manager to see if we can do anything else to get you back to the dealership with a loaner or SRC provided.

I will call you first thing tomorrow morning, on 10/4/24.

Case 2:25-cv-01480-AH-BFM Document 25 Filed 05/23/25 Page 131 of 153 Page ID #:261

**Stacy Ross** 

From:

NationalCA@hmausa.com

Sent: Tuesday, October 1, 2024 2:58 PM

To: Stacy Ross

**Subject:** Hyundai Consumer Affairs case# 23630256

Follow Up Flag: Follow up Flag Status: Flagged

riag Status.

Hello Stacy,

This email is to provide an update for you regarding your case. I was unable to schedule you an appointment with the dealership yet. I will continue working on this request on 10/2/24. I will be able to follow up with you again on 10/3/24 to provide any further updates. I am still waiting for information regarding the calculations. I will continue to check for this every day.

If you have any questions during the calculations process, you may reach me directly by responding to this email or by calling. My hours of operation are between 8 a.m. and 5 p.m. Pacific Time, Monday through Friday. Please reference the case number in the subject line and I will be able to assist you. As a reminder to ensure I receive a reply email, please do not alter the subject line.

Thank you for being a valued Hyundai customer.

KOURTNEE CSS Department (714) 465-1874 Hyundai Motor America From: Stacy Ross Stacy@westsideconnect.net

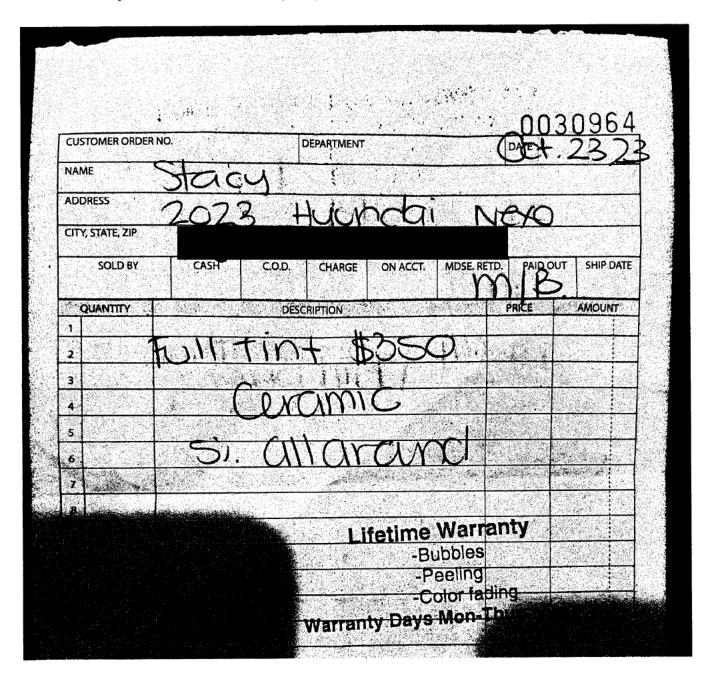
Subject: Re: Hyundai Consumer Affairs Case#: 23630256

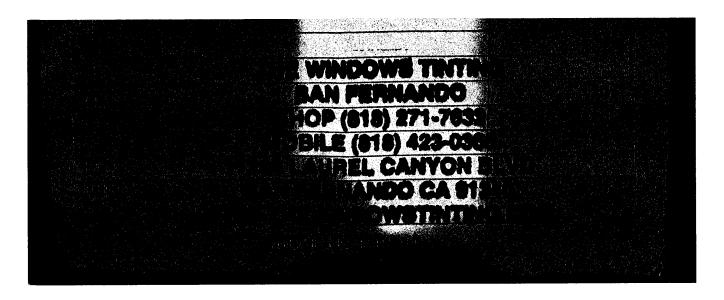
Date: Sep 27, 2024 at 11:08:18 AM To: National CA@hmausa.com

Bcc: Stacy Ross Stacy@westsideconnect.net

# Hi Kourtnee,

Here's the last receipt I said I'd send you. This is for the window tint that I paid \$350 on 10/23/2023.





## Thank you.

Stacy Ross WESTSIDE CONNECT (818) 781-9706 o (818) 970-0750 c

On Sep 24, 2024, at 3:26 PM, NationalCA@hmausa.com wrote:

Dear Stacy Ross,

Thank you for taking the time to speak to me today, as mentioned I will be doing a full case review and evaluation. In the meantime, it will expedite my process if you send me these documents:

- All repair orders in your possession.
- All service records.

- Purchase contract to confirm ownership of the vehicle.
- Any expenses paid by you relating to the reason you have reached out to Hyundai.

If you have any questions during the review, you may contact me directly by responding to this email or by calling and I will be contacting you within the next week to provide an update on my review. My hours of operation are between 8 a.m. and 5 p.m. Pacific Time, Monday through Friday. Please reference the case number in the subject line and I will be able to assist you.

Thank you for being a valued Hyundai customer.

A reminder to ensure I receive a reply email, please do not alter the subject line.

KOURTNEE
CSS Department
(714) 465-1874
Hyundai Motor America

Case 2:25-cv-01480-AH-BFM Document 25 Filed 05/23/25 Page 135 of 153 Page

From: NationalCA@hmausa.com

Subject: Hyundai Consumer Affairs Case#: 23630256

Date: Sep 24, 2024 at 3:26:52 PM

To: Stacy Ross Stacy@westsideconnect.net

## Dear Stacy Ross,

Thank you for taking the time to speak to me today, as mentioned I will be doing a full case review and evaluation. In the meantime, it will expedite my process if you send me these documents:

- All repair orders in your possession.
- All service records.
- Purchase contract to confirm ownership of the vehicle.
- Any expenses paid by you relating to the reason you have reached out to Hyundai.

If you have any questions during the review, you may contact me directly by responding to this email or by calling and I will be contacting you within the next week to provide an update on my review. My hours of operation are between 8 a.m. and 5 p.m. Pacific Time, Monday through Friday. Please reference the case number in the subject line and I will be able to assist you.

Thank you for being a valued Hyundai customer.

A reminder to ensure I receive a reply email, please do not alter the subject line.

KOURTNEE
CSS Department
(714) 465-1874
Hyundai Motor America

From:

NationalCA@hmausa.com

Sent: Friday, September 20, 2024 9:26 AM

To: Stacy Ross

**Subject:** Hyundai Consumer Affairs Case#: 23630256

Follow Up Flag: Follow up

Flag Status: Flagged

Dear Stacy,

I am so sorry for the confusion, I am not finished with my share of the paperwork. I will then submit your case over to the buyback team after a final offer letter is provided to you. This will give you an idea on what Hyundai is able to offer.

I know that email is a little confusing, this process has recently changed, and I will inform my higher-ups that the email is outdated.

You are still with me while I am calculating what I can to make it easier on the buyback team. This process takes some time, and I apologize.

I will contact you by phone on 9/25/24 with an update on my calculations. I have received the submitted documentation.

Let me know if you have any additional information.

Thank you,

Case 2:25-cv-01480-AH-BFM Document 25 Filed 05/23/25 Page 137 of 153 Page ID #:267

**Stacy Ross** 

From: NationalCA@hmausa.com

Sent: Friday, September 20, 2024 9:25 AM

To: Stacy Ross

**Subject:** Hyundai Case Management #: 23630256

Follow Up Flag: Follow up Flag Status: Flagged

riag Status.

Dear Stacy Ross,

We have tried to contact you by phone to speak with you regarding your 2023 NEXO FUEL CELL (FE) concerns. We attempted to contact you at the number provided (818) 970-0750 but we were unable to reach you. Your case is important to us so we will continue to attempt to reach you by phone. Please feel free to email us an alternate phone number, or a convenient time to call and we will be happy to reach out.

Thank you for contacting Hyundai Motor America.

From: Stacy Ross Stacy@westsideconnect.net

Subject: RE: Hyundai Consumer Affairs Case# 23630256

Date: Sep 13, 2024 at 2:41:31PM To: NationalCA@hmausa.com

## Hi Kourtnee,

As requested, I'm attaching copies of the following:

- -Current Vehicle Registration
- -Current Clean Air Vehicle Sticker Registration
- -Payment history from Hyundai Finance

As for the 30-day payoff details- You stated that you were going to obtain that through Hyundai Finance.

That should be it for my required documentation.

If there is anything further, please let me know.

Thank you for all your assistance throughout this entire process.

Regards,

**Stacy Ross** 

----Original Message----

From: NationalCA@hmausa.com < NationalCA@hmausa.com >

Sent: Thursday, September 12, 2024 4:23 PM

To: Stacy Ross < Stacy@westsideconnect.net >

Subject: Hyundai Consumer Affairs Case# 23630256

Dear Stacy,

Thank you for your time and patience. Please find attached the initial repurchase offer letter. I will be forwarding your information to

the repurchase administrative team who will have a representative reach out to you within 3-5 business days to request documents from you to calculate the repurchase offer, we ask you to please provide the information to them in a timely manner.

Going forward I will not have any information regarding the repurchase process or calculations, the repurchase administrative team will be able to provide information regarding the timeframe, next steps, and options available for you with the repurchase.

If you have not heard from a representative in the above timeframe, you may reach out to them at 888-759-6901. Their office hours are 6:00 AM PST – 3:00 PM PST.

Please let me know if you have any questions, thank you for being a valued Hyundai owner.

KOURTNEE
CSS Department
(714) 465-1874
Hyundai Motor America

NationalCA@hmausa.com From:

Thursday, September 12, 2024 4:23 PM Sent:

To: Stacy Ross

Hyundai Consumer Affairs Case# 23630256 Subject:

HMA Determination Letter Ross.pdf **Attachments:** 

**Follow Up Flag:** Follow up

Flag Status: Flagged

Dear Stacy,

Thank you for your time and patience. Please find attached the initial repurchase offer letter. I will be forwarding your information to the repurchase administrative team who will have a representative reach out to you within 3-5 business days to request documents from you to calculate the repurchase offer, we ask you to please provide the information to them in a timely manner.

Going forward I will not have any information regarding the repurchase process or calculations, the repurchase administrative team will be able to provide information regarding the timeframe, next steps, and options available for you with the repurchase.

If you have not heard from a representative in the above timeframe, you may reach out to them at 888-759-6901. Their office hours are 6:00 AM PST - 3:00 PM PST.

Please let me know if you have any questions, thank you for being a valued Hyundai owner.

**KOURTNEE CSS Department** (714) 465-1874 Hyundai Motor America



9/12/2024

VIA EMAIL: STACY@WESTSIDECONNECT.NET

Stacy Ross;

yımaı, 6/151512

Re:

2023 Hyundai Nexo Fuel Cell, VIN KM8J84A67PU035589.

Dear Ms. Ross:

Thank you for allowing Hyundai Motor America ("HMA") the opportunity to review your concerns. We have completed our investigation of your claim. HMA offers to repurchase your vehicle. In order to calculate the repurchase amount, please provide the following documents as soon as possible:

- 1. A legible copy of your sales or lease contract;
- A complete payment history of your vehicle's loan or lease;
- If the vehicle is not paid off, a 30-day payoff amount directly from the lienholder or lessor, as well as
  the applicable per diem (please ensure that the full loan account number and the lienholder's or
  lessor's overnight mailing address are included);
- If the vehicle is paid off, a legible copy of the front and back of the title to your vehicle;
- A legible copy of the current vehicle registration; and,
- Legible copies of any related incidental damages/expenses, including but not limited to reasonable repair, towing, and rental car costs actually incurred by you directly related to the issue for which we are repurchasing this vehicle.

As soon as we receive these documents from you, we will provide the repurchase amount for your review and written acceptance. You must continue to make timely payments as required by your lienholder or lessor. Further, if you leased your vehicle, please do not drop your vehicle off at a dealership pursuant to an early lease turn-in. We request that you coordinate the vehicle surrender's date, time, and location directly with us.

We look forward to working with you toward a resolution of this matter. You can reach me directly by phone at (714) 465-1874 or through HMA's website at <a href="https://owners.hyundaiusa.com/us/en/contact-us.html">https://owners.hyundaiusa.com/us/en/contact-us.html</a>.

Sincerely,

Kourtnee, CSS Case Manager. Case 2:25-cv-01480-AH-BFM Document 25 Filed 05/23/25 Page 142 of 153 Page

**Stacy Ross** 

From:

NationalCA@hmausa.com

Sent: Thursday, September 12, 2024 4:23 PM

To: Stacy Ross

**Subject:** Hyundai Consumer Affairs Case# 23630256

**Attachments:** HMA Determination Letter Ross.pdf

Dear Stacy,

Thank you for your time and patience. Please find attached the initial repurchase offer letter. I will be forwarding your information to the repurchase administrative team who will have a representative reach out to you within 3-5 business days to request documents from you to calculate the repurchase offer, we ask you to please provide the information to them in a timely manner.

Going forward | will not have any information regarding the repurchase process or calculations, the repurchase administrative team will be able to provide information regarding the timeframe, next steps, and options available for you with the repurchase.

If you have not heard from a representative in the above timeframe, you may reach out to them at 888-759-6901. Their office hours are 6:00 AM PST – 3:00 PM PST.

Please let me know if you have any questions, thank you for being a valued Hyundai owner.

KOURTNEE CSS Department (714) 465-1874 Hyundai Motor America



9/12/2024

VIA EMAIL: STACY@WESTSIDECONNECT.NET

Stacy Ross;

Re:

2023 Hyundai Nexo Fuel Cell, VIN KM8J84A67PU035589.

Dear Ms. Ross:

Thank you for allowing Hyundai Motor America ("HMA") the opportunity to review your concerns. We have completed our investigation of your claim. HMA offers to repurchase your vehicle. In order to calculate the repurchase amount, please provide the following documents as soon as possible:

- A legible copy of your sales or lease contract;
- 2. A complete payment history of your vehicle's loan or lease;
- If the vehicle is not paid off, a 30-day payoff amount directly from the lienholder or lessor, as well as
  the applicable per diem (please ensure that the full loan account number and the lienholder's or
  lessor's overnight mailing address are included);
- 4. If the vehicle is paid off, a legible copy of the front and back of the title to your vehicle;
- 5. A legible copy of the current vehicle registration; and,
- Legible copies of any related incidental damages/expenses, including but not limited to reasonable repair, towing, and rental car costs actually incurred by you directly related to the issue for which we are repurchasing this vehicle.

As soon as we receive these documents from you, we will provide the repurchase amount for your review and written acceptance. You must continue to make timely payments as required by your lienholder or lessor. Further, if you leased your vehicle, please do not drop your vehicle off at a dealership pursuant to an early lease turn-in. We request that you coordinate the vehicle surrender's date, time, and location directly with us.

We look forward to working with you toward a resolution of this matter. You can reach me directly by phone at (714) 465-1874 or through HMA's website at <a href="https://owners.hyundaiusa.com/us/en/contact-us.html">https://owners.hyundaiusa.com/us/en/contact-us.html</a>.

Sincerely,

Kourtnee, CSS Case Manager. Case 2:25-cv-01480-AH-BFM Document 25 Filed 05/23/25 Page 144 of 153 Page ID #:274

**Stacy Ross** 

From: NationalCA@hmausa.com

Sent: Thursday, September 5, 2024 11:43 AM

To: Stacy Ross

**Subject:** Hyundai Consumer Affairs Case#: 23630256

Hello Stacy,

This is the link you can submit anything you would like to the case.

https://owners.hyundaiusa.com/us/en/contact-us/update-existing-case

From: Stacy Ross

Wednesday, September 4, 2024 5:59 PM Sent:

NationalCA@hmausa.com To:

Hyundai Consumer Affairs Case#: 23630256 Subject:

Follow up Follow Up Flag: Flag Status:

Flagged

THIS IS A CONTINUATION OF PREVIOUS EMAIL Kourtnee,

I am enclosing several items to add to my file. Hopefully I am able to attach the video, pics and miscellaneous documents.

- -pics of hydrogen station, with pricing in April, 2024
- -screenshots of text conversations between myself & FRANK MARINO (service manager at Tustin Hyundai) and RICK MAJORS (Salesman at Tustin Hyundai).
- -NEXO Incentives/Rebates/Offers that are currently listed on Hyundai website, that I was not able to receive.
- -video of parking sensors not working and driving into a stop sign without notification.
- -pics of Nav screen showing availability of hydrogen stations.

I've been waiting for a follow up call from you- but haven't heard anything since the email below. I've left a couple messages as well, for you and (another) case manager.

Please call me to discuss further.

Thank you.

Stacy Ross



On Aug 22, 2024, at 1:22 PM, NationalCA@hmausa.com wrote:

Dear Stacy Ross,

I do apologize, I was out of the office this week due to a medical emergency. You can submit all of the documentation to these emails as a reply. If you have difficulties with the larger attachments, I will be available tomorrow, 8/23/24, to call and assist you.

As mentioned I will be doing a full case review and evaluation. In the meantime, it will expedite my process if you send me these documents:

- All repair orders in your possession.
- All service records.
- Purchase contract to confirm ownership of the vehicle.
- Any expenses paid by you relating to the reason you have reached out to Hyundai.

If you have any questions during the review, you may contact me directly by responding to this email or by calling and I will be contacting you within the next week to provide an update on my review. My hours of operation are between 8:00 a.m. and 5:00 p.m. Pacific Time, Monday through Friday. Please reference the case number in the subject line and I will be able to assist you.

Thank you for being a valued Hyundai customer.

A reminder to ensure I receive a reply email, please do not alter the subject line.

KOURTNEE CSS Department (714) 465-1874 Hyundai Motor America

From: Stacy Ross

Sent: Wednesday, September 4, 2024 5:51 PM

To: NationalCA@hmausa.com

**Subject:** Hyundai Consumer Affairs Case#: 23630256

**Attachments:** ATT00001.htm; IMG\_1608.PNG; IMG\_1611.PNG; IMG\_1609.PNG; IMG\_1610.PNG; ATT00002.htm;

IMG\_2282.heic; ATT00003.htm; IMG\_3391.PNG; IMG\_3392.PNG; IMG\_3393.PNG; IMG\_3394.PNG; IMG\_3395.PNG; IMG\_3396.PNG; IMG\_3397.PNG; IMG\_3398.PNG; IMG\_3399.PNG; IMG\_

3400.PNG; IMG\_3401.PNG; IMG\_3402.jpg; IMG\_3403.PNG; IMG\_3404.PNG; IMG\_3405.PNG; IMG\_3406.PNG; IMG\_3407.PNG; IMG\_3408.PNG; IMG\_3409.PNG; IMG\_3410.PNG; IMG\_3411.PNG; IMG\_3412.PNG; IMG\_3413.PNG; IMG\_3414.PNG; IMG\_3415.PNG; IMG\_3416.PNG; IMG\_3417.PNG; IMG\_3418.PNG; IMG\_3419.PNG; IMG\_3420.PNG; IMG\_3421.PNG; IMG\_3419.PNG; IMG\_3421.PNG; IMG\_34

3422.PNG; IMG\_3423.PNG; IMG\_3424.PNG; IMG\_3425.PNG; IMG\_3426.PNG; IMG\_3427.PNG;

IMG\_3428.PNG; IMG\_3429.PNG; IMG\_3430.PNG

<u>Download full resolution images</u> <u>Available until Oct 4, 2024</u>

From: Stacy Ross

**Sent:** Monday, August 26, 2024 6:02 PM

To: 'NationalCA@hmausa.com'

Subject: RE: Hyundai Consumer Affairs Case#: 23630256

Attachments: scan0002.pdf; scan0004.pdf

#### Kourtnee,

Attached are copies of all the documents you requested. However, I did also want to send a note that has my comments on the attached paperwork, as well as comments/notes referencing some of the communication that I've had with Hyundai at the Corporate level as well as with three different dealerships. I will work on that letter and send that under a separate cover. And along with that note, I will try to upload a video that shows my vehicle demonstrating the exact concern that I am dissatisfied with and contacted Hyundai about. There are multiple conversations with dealerships that have no documentation, and several conversations that led to all the unresolved cases with Hyundai. I'd like to at least show that I have been pursuing this concern/vehicle defect since shortly after I purchased it.

Thank you for reviewing my case and your consideration for Buy-Back from Hyundai.

Please contact me when you have received and are available to discuss further.

Regards,

Stacy Ross

----Original Message----

From: NationalCA@hmausa.com <NationalCA@hmausa.com>

Sent: Thursday, August 22, 2024 1:22 PM
To: Stacy Ross < Stacy@westsideconnect.net>

Subject: Hyundai Consumer Affairs Case#: 23630256

Dear Stacy Ross,

I do apologize, I was out of the office this week due to a medical emergency. You can submit all of the documentation to these emails as a reply. If you have difficulties with the larger attachments, I will be available tomorrow, 8/23/24, to call and assist you.

As mentioned I will be doing a full case review and evaluation. In the meantime, it will expedite my process if you send me these documents:

- All repair orders in your possession.
- All service records.
- Purchase contract to confirm ownership of the vehicle.
- Any expenses paid by you relating to the reason you have reached out to Hyundai.

Case 2:25-cv-01480-AH-BFM Document 25 Filed 05/23/25 Page 149 of 153 Page If you have any questions during the review, you may contacting to this email or by calling and I will be contacting you within the next week to provide an update on my review. My hours of operation are between 8:00 a.m. and 5:00 p.m. Pacific Time, Monday through Friday. Please reference the case number in the subject line and I will be able to assist you.

Thank you for being a valued Hyundai customer.

A reminder to ensure I receive a reply email, please do not alter the subject line.

KOURTNEE CSS Department (714) 465-1874 Hyundai Motor America Case 2:25-cv-01480-AH-BFM Document 25 Filed 05/23/25 Page 150 of 153 Page ID #:280

Staçy Ross

From:

NationalCA@hmausa.com

Sent: Thursday, August 22, 2024 1:22 PM

To: Stacy Ross

**Subject:** Hyundai Consumer Affairs Case#: 23630256

Dear Stacy Ross,

I do apologize, I was out of the office this week due to a medical emergency. You can submit all of the documentation to these emails as a reply. If you have difficulties with the larger attachments, I will be available tomorrow, 8/23/24, to call and assist you.

As mentioned I will be doing a full case review and evaluation. In the meantime, it will expedite my process if you send me these documents:

- All repair orders in your possession.
- All service records.
- Purchase contract to confirm ownership of the vehicle.
- Any expenses paid by you relating to the reason you have reached out to Hyundai.

If you have any questions during the review, you may contact me directly by responding to this email or by calling and I will be contacting you within the next week to provide an update on my review. My hours of operation are between 8:00 a.m. and 5:00 p.m. Pacific Time, Monday through Friday. Please reference the case number in the subject line and I will be able to assist you.

Thank you for being a valued Hyundai customer.

A reminder to ensure I receive a reply email, please do not alter the subject line.

KOURTNEE CSS Department (714) 465-1874 Hyundai Motor America Case 2:25-cv-01480-AH-BFM Document 25 Filed 05/23/25 Page 151 of 153 Page ID #:281

Stacy Ross

From:

HyundaiCaseManagement5@hmausa.com

Sent: Friday, August 9, 2024 4:21 PM

**To:** Stacy Ross

**Subject:** Hyundai Consumer Affairs Case#: 23630256

Follow Up Flag: Follow up Flag Status: Flagged

Dear Stacy Ross,

Thank you for taking the time to speak to me today, as mentioned I will be doing a full case review and evaluation. In the meantime, it will expedite my process if you send me these documents:

- All repair orders in your possession.
- All service records.
- Purchase contract to confirm ownership of the vehicle.
- Any expenses paid by you relating to the reason you have reached out to Hyundai.

If you have any questions during the review, you may contact me directly by responding to this email or by calling and I will be contacting you within the next week to provide an update on my review. My hours of operation are between 8:00 a.m. and 5:30 p.m. Pacific Time, Monday through Friday. Please reference the case number in the subject line and I will be able to assist you.

Thank you for being a valued Hyundai customer.

A reminder to ensure I receive a reply email, please do not alter the subject line.

QUINTINA CSS Department (714) 410-4297 Hyundai Motor America

Filed 05/23/25 Case 2:25-cv-01480-AH-BFM Document 25 Page 152 of 153 Page ID #:282

**Stacy Ross** 

Hyundai Case Management 5@hmausa.comFrom:

Friday, August 9, 2024 2:41 PM Sent:

**Stacy Ross** To:

Hyundai Consumer Affairs Case#: 23630256 Subject:

Follow Up Flag: Follow up

Flag Status: Flagged

Hello, Stacy

As requested, the name of your case manager is Quintina. Her telephone number is 714-410-4297.

Thank you so much for remaining patient. If you have any questions or concerns, please contact the current case manager.

Enjoy your weekend.

**HONESTY National Consumer Affairs** (714) 855-2909 Hyundai Motor America

From: Stacy Ross

Sent: Wednesday, September 4, 2024 5:51 PM

To: NationalCA@hmausa.com

**Subject:** Hyundai Consumer Affairs Case#: 23630256

**Attachments:** ATT00001.htm; IMG\_1608.PNG; IMG\_1611.PNG; IMG\_1609.PNG; IMG\_1610.PNG; ATT00002.htm;

IMG\_2282.heic; ATT00003.htm; IMG\_3391.PNG; IMG\_3392.PNG; IMG\_3393.PNG; IMG\_3394.PNG;

IMG\_3395.PNG; IMG\_3396.PNG; IMG\_3397.PNG; IMG\_3398.PNG; IMG\_3399.PNG; IMG\_3400.PNG; IMG\_3401.PNG; IMG\_3402.jpg; IMG\_3403.PNG; IMG\_3404.PNG; IMG\_3405.PNG; IMG\_3406.PNG; IMG\_3407.PNG; IMG\_3408.PNG; IMG\_3409.PNG; IMG\_3410.PNG; IMG\_3411.PNG; IMG\_3412.PNG; IMG\_3413.PNG; IMG\_3414.PNG; IMG\_3415.PNG; IMG\_3416.PNG; IMG\_3417.PNG; IMG\_3418.PNG; IMG\_3419.PNG; IMG\_3420.PNG; IMG\_3421.PNG; IMG\_3422.PNG; IMG\_3423.PNG; IMG\_3424.PNG; IMG\_3425.PNG; IMG\_3426.PNG; IMG\_3427.PNG;

IMG\_3428.PNG; IMG\_3429.PNG; IMG\_3430.PNG

Follow Up Flag: Flag Status:

Follow up Flagged

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